

**SIGNATURE DOCUMENT FOR  
THE HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. 529-16-0132-00024  
UNDER THE  
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

**I. PURPOSE**

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **Community Health Service Agency, Inc.** ("Grantee" or "Contractor"), having its principal office at 4500 Wesley Street, Greenville, TX 75401 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

**III. CONTRACT PERIOD**

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

**IV. STATEMENT OF SERVICES TO BE PROVIDED**

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation  
Attachment B -- Contractor's revised Program Forms  
Attachment C -- Contractor's revised Budget Documents

## Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to **1,000** Unduplicated Clients during the term of this Contract.

### **V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS**

The total amount of this Contract shall not exceed **\$229,357** for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

### **VI. CONTRACT REPRESENTATIVES.**

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

#### **System Agency**

Health and Human Services Commission -- Women's Health Services

Address: 1100 W. 49<sup>th</sup> Street

Austin, TX 78756

Attention: Camille Laosebikan

Email: [Camille.Laosebikan@hhsc.state.tx.us](mailto:Camille.Laosebikan@hhsc.state.tx.us)

Phone: (512)776-3561

#### **Grantee**

Community Health Service Agency, Inc.

Address: 4500 Wesley Street

Greenville, TX 75401

Attention: Michelle Carter

Email: [mcarter.chsa@tachc.org](mailto:mcarter.chsa@tachc.org)

Phone: (903)455-5986

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## **VII. LEGAL NOTICES**

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **System Agency**

Health and Human Services Commission  
4900 North Lamar Blvd.  
Austin, TX 78751  
Attention: HHSC Chief Counsel – Karen Ray

### **Grantee**

Community Health Service Agency, Inc.  
Address: 4500 Wesley Street  
Greenville, TX 75401  
Attention: Michelle Carter  
Email: [mcarter.chsa@tachc.org](mailto:mcarter.chsa@tachc.org)  
Phone: (903)455-5986

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

## **VII. DISPUTE RESOLUTION**

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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### **VIII. EXECUTION OF CONTRACT**

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

#### **SYSTEM AGENCY**

\_\_\_\_\_  
Name: Lesley French  
Title: Associate Commissioner  
Date of execution: \_\_\_\_\_

#### **GRANTEE**

  
\_\_\_\_\_  
Name: Michelle Carter  
Title: Chief Executive Officer  
Date of execution: July 7, 2016

**THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:**

**ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION**

**ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS**

**ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS**

**ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION**

**ATTACHMENT E – UNIFORM TERMS AND CONDITIONS**

**ATTACHMENT F – SPECIAL CONDITIONS**

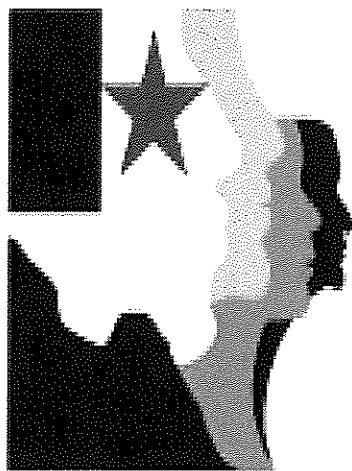
**ATTACHMENT G – GENERAL AFFIRMATIONS**

**ATTACHMENT H – FEDERAL ASSURANCES AND CERTIFICATIONS**

**ATTACHMENT I – DATA USE AGREEMENT**



**Attachment A – Healthy Texas Women  
Open Enrollment  
Solicitation**



# TEXAS

## Health and Human Services Commission

**Chris Traylor, Executive Commissioner**

**Open Enrollment  
For  
Healthy Texas Women**

**Enrollment Number: 529-16-0132**

**Enrollment Period Opens: May 27, 2016**

**Enrollment Period Closes: July 12, 2016**

**NIGP Class/Item Code:**

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,  
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

## TABLE OF CONTENTS

<b>1.</b>	<b>GENERAL INFORMATION.....</b>	<b>4</b>
1.1.	PROJECT SCOPE.....	4
1.2.	POINT OF CONTACT.....	4
1.3.	PROCUREMENT SCHEDULE.....	4
1.4.	BACKGROUND.....	5
1.5.	ELIGIBLE APPLICANTS.....	6
1.6.	STRATEGIC ELEMENTS.....	7
1.7.	EXTERNAL FACTORS.....	7
1.8.	LEGAL AND REGULATORY CONSTRAINTS.....	8
1.9.	HHSC AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS OPEN ENROLLMENT.....	9
1.10.	AMENDMENTS AND ANNOUNCEMENTS REGARDING THIS OPEN ENROLLMENT.....	9
1.11.	DELIVERY OF NOTICES.....	10
<b>2.</b>	<b>SCOPE OF WORK.....</b>	<b>11</b>
2.1.	PROJECT SCOPE.....	11
2.2.	ASSESSMENT NARRATIVE.....	13
2.3.	CLINIC SITE READINESS.....	14
2.4.	STAFF DEVELOPMENT PLAN.....	15
2.5.	COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN.....	15
2.6.	REPORTING REQUIREMENTS.....	16
2.7.	BUDGET REQUIREMENTS AND MONTHLY COST REIMBURSEMENT PROCESS.....	17
2.8.	FUNDING REQUEST AND CLIENTS SERVED.....	18
2.9.	SERVICE DELIVERY AREA(S).....	19
2.10.	GOALS AND PERFORMANCE MEASURES.....	19
<b>3.</b>	<b>HISTORICAL UTILIZATION.....</b>	<b>20</b>
3.1.	HISTORICAL UTILIZATION.....	20
3.2.	METHOD OF ALLOCATION.....	20
<b>4.</b>	<b>HISTORICALLY UNDERUTILIZED BUSINESSES (HUB).....</b>	<b>22</b>
4.1.	INTRODUCTION.....	22
4.2.	HHSC'S ADMINISTRATIVE RULES.....	23
4.3.	STATEWIDE ANNUAL HUB UTILIZATION GOAL.....	23
4.4.	REQUIRED HUB SUBCONTRACTING PLAN.....	23
4.5.	CPA CENTRALIZED MASTER BIDDERS LIST.....	23
4.6.	HUB SUBCONTRACTING PROCEDURES – IF AN APPLICANT INTENDS TO SUBCONTRACT.....	24
4.7.	METHOD 5: APPLICANT DOES NOT INTEND TO SUBCONTRACT.....	26
4.8.	POST-AWARD HSP REQUIREMENTS.....	27
<b>5.</b>	<b>INFORMATION AND SUBMISSION INSTRUCTIONS.....</b>	<b>28</b>
5.1.	HUB VENDOR TELECONFERENCE.....	28
5.2.	MULTIPLE APPLICATIONS.....	28
5.3.	USE OF SUBCONTRACTORS.....	28
5.4.	OPEN ENROLLMENT CANCELLATION/PARTIAL AWARD/NON-AWARD.....	28
5.5.	RIGHT TO REJECT APPLICATIONS OR PORTIONS OF APPLICATIONS.....	28
5.6.	JOINT APPLICATIONS.....	28
5.7.	WITHDRAWAL OF APPLICATIONS.....	29
5.8.	COSTS INCURRED.....	29
5.9.	INSTRUCTIONS FOR SUBMITTING APPLICATIONS.....	29
5.10.	FORMAT AND CONTENT OF ELECTRONIC OR PAPER SUBMISSION OF APPLICATION.....	30

<b>6.</b>	<b>ELIGIBILITY DETERMINATION .....</b>	<b>33</b>
6.1.	INITIAL COMPLIANCE SCREENING .....	33
6.2.	UNRESPONSIVE APPLICATIONS .....	33
6.3.	CORRECTIONS TO APPLICATION .....	33
6.4.	ADDITIONAL INFORMATION .....	33
<b>7.</b>	<b>GLOSSARY AND ACRONYMS .....</b>	<b>34</b>
	<b>PROGRAM FORMS .....</b>	<b>38</b>
	FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST .....	39
	FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT .....	41
	FORM C: CONTACT PERSON INFORMATION .....	42
	FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS .....	43
	FORM G: APPLICANT BACKGROUND GUIDELINES .....	44
	FORM G: APPLICANT BACKGROUND .....	45
	FORM H: FUNDING REQUEST AND CLIENTS SERVED .....	46
	FORM I: WORK PLAN GUIDELINES.....	47
	FORM I: WORK PLAN.....	49
	FORM I: WORK PLAN.....	50
	FORM J: ASSESSMENT NARRATIVE GUIDELINES.....	55
	FORM J: ASSESSMENT NARRATIVE .....	56
	FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS .....	58
	FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES.....	59
	FORM L: STAFF DEVELOPMENT PLAN .....	61
	FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR .....	62
	FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN.....	63
	<b>APPENDICIES.....</b>	<b>64</b>
	APPENDIX A: HHSC HEALTHY TEXAS WOMEN PROGRAM REIMBURSABLE PROCEDURE CODES.....	65
	APPENDIX B: HHSC UNIFORM TERMS AND CONDITIONS VERSION 2.12.....	73
	APPENDIX C: HHSC SPECIAL CONDITIONS VERSION 1.0 .....	74
	APPENDIX D: HEALTHY TEXAS WOMEN CERTIFICATION .....	75
	APPENDIX E: WOMEN AT OR BELOW 200% FPL .....	79

## 1. GENERAL INFORMATION

### 1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

### 1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	<b>Lizet Alaniz, CTPM</b>
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	<b>(512) 406-406-2423</b>
Fax:	<b>(512) 406-406-2695</b>
Email Address:	<b><a href="mailto:lizet.alaniz@hhsc.state.tx.us">lizet.alaniz@hhsc.state.tx.us</a></b>

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

### 1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

## 1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

## 1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:  
[http://comptroller.texas.gov/procurement/prog/vendor\\_performance/debarred/](http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/)
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:  
<https://www.sam.gov/portal/public/SAM;>
- determined to be "Active" by the Texas Comptroller of Public Accounts:  
[http://www.cpa.state.tx.us/taxinfo/coasintr.html;](http://www.cpa.state.tx.us/taxinfo/coasintr.html)
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

**NOTE:** To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

## **1.6. Strategic Elements**

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

## **1.7. External Factors**

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC



reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

## **1.8. Legal and Regulatory Constraints**

### **1.8.1 Delegation of Authority**

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

### **1.8.2 Conflicts of Interest**

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

### **1.8.3 Former Employees of a State Agency**

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

### **1.8.4 Interpretive Conventions**

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

## **1.9. HHSC Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

## **1.10. Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

### **1.11. Delivery of Notices**

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

**The remainder of this page is intentionally left blank.**

## **2. SCOPE OF WORK**

### **2.1. Project Scope**

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

**NOTE:** A client will have an HTW identification number.

#### **Program Component 1 - Program Administration and Management**

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

## **Program Component 2 - Quality Assurance/Quality Improvement**

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
  - a. Medical Director's involvement in the QA/QI activities;
  - b. Activities used to identify trends of needed improvement and the frequency of those activities;
  - c. Activities to ensure correction and follow-up to findings identified;
  - d. Use and frequency of client satisfaction surveys;
  - e. System used to identify, report, and monitor adverse outcomes; and
  - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

## **Program Component 3 - Professional Development**

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

**NOTE:** Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

## **Program Component 4 – Recruitment**

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

## **Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:**

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## **2.2. Assessment Narrative**

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
  - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
  4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

### **2.3. Clinic Site Readiness**

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

## **2.4. Staff Development Plan**

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1 ):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

## **2.5. Community Education/Program Promotion Plan**

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.



The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

## **2.6. Reporting Requirements**

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

## **2.7. Budget Requirements and Monthly Cost Reimbursement Process**

### **A. Projected Budget Requirements:**

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

**NOTE:** Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

#### B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

### 2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

**NOTE:** Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

## **2.9. Service Delivery Area(s)**

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

## **2.10. Goals and Performance Measures**

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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### 3. HISTORICAL UTILIZATION

#### 3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

#### 3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

**NOTE:** During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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## **4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

### **4.1. Introduction**

**The sole point of contact for HUB inquires:**

**Texas Health and Human Services Commission  
John Wesley Smith, HUB Coordinator  
Phone: (512) 406-2536  
E-mail: [John.Wesley.Smith@hhsc.state.tx.us](mailto:John.Wesley.Smith@hhsc.state.tx.us)**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

## 4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

## 4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

## 4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

## 4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**



- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

#### **4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract**

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

##### **A. Method 1: Applicant Intends to Subcontract with only HUBs:**

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

**B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):**

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

**C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

**D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
  - information regarding the location to review project plans or specifications;
  - information about bonding and insurance requirements;
  - required qualifications and other contract requirements; and
  - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

#### **4.7. Method 5: Applicant Does Not Intend to Subcontract**

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

#### **4.8. Post-award HSP Requirements**

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

## **5. INFORMATION AND SUBMISSION INSTRUCTIONS**

### **5.1. HUB Vendor Teleconference**

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor  
Conference PowerPoint

### **5.2. Multiple Applications**

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

### **5.3. Use of Subcontractors**

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

### **5.4. Open Enrollment Cancellation/Partial Award/Non-Award**

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

### **5.5. Right to Reject Applications or Portions of Applications**

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

### **5.6. Joint Applications**

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

## **5.7. Withdrawal of Applications**

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

## **5.8. Costs Incurred**

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

## **5.9. Instructions for Submitting Applications**

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

### **Submission**

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

### **Physical Address for hand delivery and overnight and commercial mail:**

Health and Human Services Commission  
Attn: Response Coordinator  
Procurement and Contracting Services Building  
1100 W. 49<sup>th</sup> St.  
Mail Code: 2020  
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

**NOTE:** Applications may not include materials or pamphlets not specifically requested in this open enrollment.

## **5.10. Format and Content of Electronic or Paper Submission of Application**

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

### **5.10.1 Section 1 -- Executive Summary**

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

#### **A. Financial Capacity**

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

#### **B. Corporate Guarantee**

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

#### **C. Bonding**

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

### **5.10.2 Section 2 - Completed Forms A - M-1**

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

### **5.10.3 Section 3 - HUB Subcontracting Plan**

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

**NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.**

### **5.10.4. Section 4 - Certifications and Other Required Forms**

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;



- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf)

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf). HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

**The remainder of this page is intentionally left blank.**

## **6. ELIGIBILITY DETERMINATION**

### **6.1. Initial Compliance Screening**

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

### **6.2. Unresponsive Applications**

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

### **6.3. Corrections to Application**

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

### **6.4. Additional Information**

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

## 7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

<b>TERM</b>	<b>DEFINITION</b>
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

<b>TERM</b>	<b>DEFINITION</b>
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

<b>PROGRAMMATIC ACRONYMS</b>	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

**The remainder of this page is intentionally left blank.**

# **PROGRAM FORMS**

## FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name  
of Applicant: \_\_\_\_\_

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
<b>A</b>	Application Table and Contents and Checklist	<input type="checkbox"/>	
<b>B</b>	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
<b>C</b>	Contact Person Information	<input type="checkbox"/>	
<b>D</b>	DELETED	<input type="checkbox"/>	
<b>E</b>	DELETED	<input type="checkbox"/>	
<b>F</b>	Budget Summary and Details	<input type="checkbox"/>	
<b>G</b>	Applicant Background	<input type="checkbox"/>	
<b>H</b>	Funding Request and Performance Measures	<input type="checkbox"/>	
<b>I</b>	Work Plan	<input type="checkbox"/>	
<b>J</b>	Assessment Narrative	<input type="checkbox"/>	
<b>K</b>	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
<b>K-1</b>	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
<b>L</b>	Staff Development Plan	<input type="checkbox"/>	
<b>L-1</b>	Staff Development Training Calendar	<input type="checkbox"/>	
<b>M</b>	Community Education/Program Promotion Plan	<input type="checkbox"/>	
<b>M-1</b>	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> <li>• <u>Child Support Certification;</u></li> <li>• <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u></li> <li>• <u>Required Certifications;</u></li> <li>• <u>Federal Lobbying Certification;</u></li> <li>• <u>Anti-Trust Certification;</u></li> <li>• <u>Respondent Information and Disclosures; and</u></li> <li>• <u>Information Security and Privacy Initial Inquiry (SPI)</u></li> </ul> <a href="http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf">http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</a>	<input type="checkbox"/>	



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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

## FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	<b>-D-</b>			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	02	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	<b>-G-</b>			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	<b>-H-</b>			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	<b>-S-</b>			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

## FORM C: CONTACT PERSON INFORMATION

Legal Business Name  
of Applicant: \_\_\_\_\_

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

### Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

## **FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS**

### **Form F: Budget Summary and Forms F-1 through F-7: Budget Details**

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

### **Form F: Budget Summary Worksheet**

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

## FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name  
of Applicant:** \_\_\_\_\_

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
  - A. Experience subcontracting with other organizations/providers;
  - B. Experience developing subcontracts and subcontract negotiations;
  - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
  - D. Experience providing technical assistance to subcontractors, including budget development and management;
  - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
  - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
  - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
  - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

## FORM G: APPLICANT BACKGROUND

**Legal Business Name of  
Applicant:** \_\_\_\_\_

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
  2. Reference the instructions on Form G – Applicant Background Guidelines.
  3. Applicant's response must not exceed 18 pages.
-

## FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of  
Applicant:

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### Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
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### Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

Projected Number of Clinical Clients to be Served:	
--	--

## **FORM I: WORK PLAN GUIDELINES**

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

### **Program Administration and Management:**

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

### **Quality Assurance/Quality Improvement:**

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
  - 1) Medical Director's involvement in the QA/QI activities;
  - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
  - 3) Activities to ensure correction and follow-up to findings identified;
  - 4) Use and frequency of client satisfaction surveys;
  - 5) System used to identify, report, and monitor adverse outcomes; and
  - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

### **Professional Development:**

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.



**Recruitment:**

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

**Long-Acting Reversible Contraception (LARC) Usage:**

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
  - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
  - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
  - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
  - d. Define the time frame for accomplishing each objective/activity.
  - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## FORM I: WORK PLAN

**Legal Business Name  
of Applicant:**

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1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

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**FORM I: WORK PLAN**

**Program Component A  
Program Administration and Management**

**Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

# FORM I: WORK PLAN

## Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

**FORM I: WORK PLAN**

**Program Component C  
Professional Development**

**Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

**FORM I: WORK PLAN**

**Program Component D  
Recruitment**

**Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

**FORM I: WORK PLAN****Program Component E  
LARC Usage****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

## **FORM J: ASSESSMENT NARRATIVE GUIDELINES**

### **Part A**

Complete table to show assessment data sources and dates of assessments used.

### **Part B**

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
  - a. Geographic boundaries (urban or rural, physical environment);
  - b. General demographic data (age, gender, ethnicity, etc.);
  - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
  - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
  - e. Geographic service area (Form B);
  - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
  - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.



## FORM J: ASSESSMENT NARRATIVE

Legal Business Name  
of Applicant: \_\_\_\_\_

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

---

### Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

### Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

## FORM K

### CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

<b>CLINIC SITE READINESS INFORMATION:</b>	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name  
of Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

**\*Each clinic form must contain current and accurate information.\***

<b>HEADER INFORMATION:</b>	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
<b>CLINIC SITE INFORMATION:</b>	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
<b>CLINIC HOURS AND SERVICES:</b>	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of  
Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

**All information must be accurate.\***

Clinic Name:			
Street Address:			Suite :
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

**FORM L: STAFF DEVELOPMENT PLAN**

**Legal Business Name  
of Applicant:** \_\_\_\_\_

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.
  
2. Identify specific training that will be used for eligibility and billing staff.
  
3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.
  
4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

[illegible]

## FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

**Legal Business Name  
of Applicant:** \_\_\_\_\_

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".



# APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable  
Procedure Codes**

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Anesthesia for sterilization</b>		
	00851	
<b>Surgery - Integumentary system</b>		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
<b>Surgery - Female genital system</b>		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
<b>Radiology - Diagnostic imaging</b>		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
<b>Radiology - Diagnostic ultrasound</b>		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80061	18.83
<b>Pathology &amp; Lab - Drug testing</b>		
	80300	12.36
	80301	12.36
<b>Pathology &amp; Lab - Urinalysis</b>		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
<b>Pathology &amp; Lab - Cytopathology</b>		
	88150	14.86
	88164	14.86
	88175	37.25
<b>Medicine - Immunization administration</b>		
	90460	8.00
	90471	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90649	158.07
	90650	138.14
	90651	175.03
<b>Medicine - Hydration, diagnostic injections/infusions, chemo</b>		
	96372	18.98
<b>Medical nutrition therapy</b>		
	97802	26.73
	97803	22.99
	97804	12.03
<b>Medicine - Special services, procedures, and reports</b>		
	99000	9.30
	99078	29.40
<b>Behavioral change interventions, individual</b>		
	99406	11.18
	99407	21.82
<b>HCPCS A Codes - Supplies</b>		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
<b>HCPCS H Codes - Rehabilitative services</b>		
	H1010	12.30

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>HCPCS J Codes - Drugs other than oral</b>		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
<b>HCPSC S Codes - Private payer codes</b>		
	S4993	19.42
	S5000	5.90
<b>Office or Other Outpatient Services</b>		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
<b>Evaluation and Management</b>		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
<b>Preventive Medicine</b>		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Breast Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00400	
<b>Surgery - General</b>		
	10022	90.21
<b>Surgery - Integumentary system</b>		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
<b>Radiology - Diagnostic imaging</b>		
	71010	22.05
	71020	28.74
	76098	17.04
<b>Radiology - Diagnostic ultrasound</b>		
	76641	91.69
	76642	84.20
	76942	163.86
<b>Radiology - Breast mammography</b>		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Cervical Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00940	18.42
<b>Surgery - Female genital system</b>		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
<b>Radiology - Diagnostic imaging</b>		
	71010	18.71
	71020	24.32

<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Cytopathology</b>		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Medicine - Psychiatry</b>		
	90791	113.91
	90792	113.91
<b>Problem-Focused Gynecological Services</b>		
<b>Surgery - Female genital system</b>		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

<b>Other Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Laboratory Services</b>		
<b>Radiology - Diagnostic ultrasound</b>		
	76700	96.28
	76705	96.28
	76770	96.28
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
<b>Pathology &amp; Lab - Chemistry</b>		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
<b>Pathology &amp; Lab - Immunology</b>		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
<b>Pathology &amp; Lab - Transfusion medicine</b>		
	86885	8.05
<b>Pathology &amp; Lab - Microbiology</b>		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
<b>Pathology &amp; Lab - Cytopathology</b>		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
<b>Pathology &amp; Lab - Pulmonary</b>		
	94760	2.41
<b>HCPJCS J Codes - Drugs other than oral</b>		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

<b>Immunizations and Vaccinations</b>		
<b>Procedure Groupings</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Medicine - Immunization administration</b>		



	90460	8.00
	90471	7.84
	90472	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

## Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC  
VERSION 2.12 -- HTV

Note: Appendix B not numbered  
in accordance with  
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

## TABLE OF CONTENTS

<b>ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS</b>	4
1.01 Definitions	4
1.02 Interpretive Provisions	5
<b>ARTICLE II Payment Methods and Restrictions</b>	6
2.01 Payment Methods	6
2.02 Final Billing Submission	6
2.03 Financial Status Reports (FSRs)	7
2.04 Debt to State and Corporate Status	7
2.05 Application of Payment Due	7
2.06 Use of Funds	7
2.07 Use for Match Prohibited	7
2.08 Program Income	7
2.09 Nonsupplanting	8
<b>ARTICLE III. STATE AND FEDERAL FUNDING</b>	8
3.01 Funding	8
3.02 No debt Against the State	8
3.03 Debt to State	8
3.04 Recapture of Funds	8
<b>ARTICLE IV Allowable Costs and Audit Requirements</b>	9
4.01 Allowable Costs	9
4.02 Independent Single or Program-Specific Audit	10
4.03 Submission of Audit	10
<b>Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS</b>	11
5.01 General Affirmations	11
5.02 Federal Assurances	11
5.03 Federal Certifications	11
<b>ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY</b>	11
6.01 Ownership	11
6.02 Intellectual Property	11
<b>ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE</b>	11
7.01 Books and Records	11
7.02 Access to records, books, and documents	12

7.03	Response/compliance with audit or inspection findings .....	12
7.04	SAO Audit.....	12
7.05	Confidentiality.....	13
7.06	Public Information Act.....	13
<b>ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION .....</b>		<b>13</b>
8.01	Contract Management .....	13
8.02	Termination for Convenience.....	13
8.03	Termination for Cause.....	13
8.04	Equitable Settlement .....	14
<b>ARTICLE IX MISCELLANEOUS PROVISIONS .....</b>		<b>14</b>
9.01	Amendment .....	14
9.02	Insurance .....	14
9.03	Legal Obligations .....	14
9.04	Permitting and Licensure .....	14
9.05	Indemnity .....	15
9.06	Assignments .....	15
9.07	Relationship of the Parties.....	16
9.08	Technical Guidance Letters.....	16
9.09	Governing Law and Venue .....	16
9.10	Survivability .....	17
9.11	Force Majeure .....	17
9.12	No Waiver of Provisions .....	17
9.13	Publicity .....	17
9.14	Prohibition on Non-compete Restrictions .....	17
9.15	No Waiver of Sovereign Immunity.....	17
9.16	Entire Contract and Modification.....	17
9.17	Counterparts .....	18
9.18	Proper Authority.....	18
9.19	Employment Verification.....	18
9.20	Civil Rights .....	18

## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following



the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:  
[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

#### **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

#### **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide



the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

### **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

### **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

### **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

#### **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

#### **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

#### **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

#### **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

#### **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

#### **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

#### **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

#### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

#### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

#### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

#### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

## Appendix C: HHSC Special Conditions Version 1.0



HHSC Special  
Conditions 1.0.pdf

Note: Appendix C not  
numbered in accordance  
with Open Enrollment



Health and Human Services Commission  
Special Conditions  
Version 1.0

## TABLE OF CONTENTS

<b>ARTICLE I. SPECIAL DEFINITIONS .....</b>	<b>1</b>
<b>ARTICLE II. GENERAL PROVISIONS.....</b>	<b>2</b>
2.01 Controlling Order .....	2
2.02 Inducements.....	2
2.03 Delegation of Authority .....	3
2.04 Other System Agencies Participation in the Contract .....	3
2.05 Most Favored Customer .....	3
2.06 Assumption After Assignment .....	4
2.07 Cooperation with HHSC Vendors .....	4
2.08 Renegotiation and Reprocurement Rights.....	4
2.09 Solicitation Errors.....	4
<b>ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES.....</b>	<b>4</b>
3.01 Authority.....	4
3.02 Prohibition .....	4
3.03 Exception.....	5
3.04 Remedy.....	5
<b>ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS .....</b>	<b>5</b>
4.01 Qualifications.....	5
4.02 Conduct and Removal .....	5
4.03 No Authority.....	6
4.04 E-Verify.....	6
4.05 Subcontractors Not Identified in the Solicitation Response.....	6
<b>ARTICLE V.PERFORMANCE.....</b>	<b>6</b>
5.01 Measurement .....	6
<b>ARTICLE VI. AMENDMENTS AND MODIFICATIONS.....</b>	<b>7</b>
6.01 Formal Procedure .....	7
6.02 Minor Administrative Changes .....	7
6.03 Technical Guidance Letters .....	7
<b>ARTICLE VII. AUDITS AND RECORDS .....</b>	<b>7</b>
7.01 Record Retention .....	7
7.02 Access and Accommodation .....	8
7.03 Response to Audits or Inspection Findings .....	8
<b>ARTICLE VIII. PAYMENT.....</b>	<b>8</b>
8.01 Duty to Make Payment.....	8
<b>ARTICLE IX. CONFIDENTIALITY .....</b>	<b>9</b>



9.01 Requests for Public Information.....	9
9.02 Consultant Disclosure.....	9
9.03 Other Confidential Information .....	9
<b>ARTICLE X.DISPUTES AND REMEDIES.....</b>	<b>10</b>
10.01 Agreement of the Parties .....	10
10.02 Operational Remedies.....	10
10.03 Equitable Remedies .....	11
10.04 Continuing Duty to Perform .....	11
<b>ARTICLE XI. DAMAGES.....</b>	<b>11</b>
11.01 Availability and Assessment .....	11
11.02 Specific Items of Liability .....	11
<b>ARTICLE XII. TURNOVER.....</b>	<b>12</b>
12.01 Turnover Plan .....	12
12.02 Turnover Assistance .....	12
<b>ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS .....</b>	<b>13</b>
13.01 HHSC Additional Rights .....	13
13.02 Third Party Software .....	13
13.03 Software and Ownership Rights. ....	13
<b>ARTICLE XIV. MISCELLANEOUS PROVISIONS .....</b>	<b>13</b>
14.01 Ability to Perform.....	13
14.02 Continuing Duty to Disclose .....	14
14.03 Conflicts of Interest .....	14
14.04 Flow Down Provisions .....	14
14.05 Recruitment Prohibition .....	14
14.06 Manufacturer’s Warranties .....	14
14.07 Cooperation with HHSC Designees .....	15
14.08 Notice of Litigation or Contract Action .....	15

## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

#### **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

#### **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

#### **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

#### **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

### **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

#### **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

#### **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## **ARTICLE VI. AMENDMENTS AND MODIFICATIONS**

### **6.01 Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### **6.02 Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### **6.03 Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## **ARTICLE VII. AUDITS AND RECORDS**

### **7.01 Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's



responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

#### **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

### **ARTICLE VIII. PAYMENT**

#### **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

#### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

#### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

### **ARTICLE XI. DAMAGES**

#### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

#### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## **ARTICLE XII. TURNOVER**

### **12.01 Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### **12.02 Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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## Appendix D: Healthy Texas Women Certification

**Legal Business Name  
of Applicant:** \_\_\_\_\_

This certification pertains to the following billing or performing provider:

Provider Name \_\_\_\_\_  
Federal Tax ID Number \_\_\_\_\_ NPI  
Number \_\_\_\_\_

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Provider's primary physical address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is \_\_\_\_\_. I am the provider or, if the provider is an organization, I am the provider's (title or position) \_\_\_\_\_. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification \_\_\_\_\_ through 12/31/ \_\_\_\_\_

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix E: Women at or Below 200% FPL

### Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

#### Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 1**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
<b>HSR 1 Total</b>	<b>159,586</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance Estimates  
2013**

**Health Service Region - 2**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
<b>HSR 2 Total</b>	<b>96,222</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 3**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
<b>HSR 3 Total</b>	<b>1,179,889</b>	<b>100%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 4**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
<b>HSR 4 Total</b>	<b>203,866</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL**  
**From Census Small Area Health Insurance**  
**Estimates 2013 Health Service Region - 5**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
<b>HSR 5 Total</b>	<b>141,350</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

## Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates  
2013

### Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
<b>HSR 6 Total</b>	<b>1,111,372</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 7**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
<b>HSR 7 Total</b>	<b>523,803</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 8**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
<b>HSR 8 Total</b>	<b>500,004</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

## Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates  
2013

### Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
<b>HSR 9</b>	<b>98,785</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance**

**Estimates 2013 Health Service Region - 10**

<b>COUNTY</b>	<b>Women at or Below 200 %</b>	<b>% by County</b>
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
<b>HSR 10 Total</b>	<b>209,231</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL  
From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 11**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
<b>HSR 11 Total</b>	<b>574,151</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



# **Attachment B – Contractor’s Revised Program Forms**

## TEXAS WOMEN'S HEALTH PROGRAM CERTIFICATION

This certification pertains to the following billing or performing provider:

Provider Name Cooper Community Health Clinic

Federal Tax ID Number 75-1528614

NPI Number 1700067253

Provider's primary billing address:

Street Address P.O. BOX 1908

Street Address City/State/Zip Code Greenville, Texas 75403

Telephone Number 903-455-5986

Provider's primary physical address:

Street Address 91 West Side Square

Street Address City/State/Zip Code Cooper, Texas 75432

Telephone Number 903-395-0586

### DEFINITIONS

For the purposes of this certification, as provided for by Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45, the following terms are defined as follows:

The term "affiliate" means:

(A) An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

- (i) common ownership, management, or control;
- (ii) a franchise; or
- (iii) the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:

- (1) taking affirmative action to secure elective abortion services for a Texas Women's Health Program (TWHP) client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
- (2) furnishing or displaying to a TWHP client information that publicizes or advertises an elective abortion service or provider; or
- (3) using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.

My name is Michelle Carter. I am the provider or, if the provider is an organization,

I am the provider's (title or position) Chief Executive Officer. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf.

Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organizations, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45, I am not qualified to participate in the TWHP, or to bill the program for services if I perform or promote elective abortions, or if I am an affiliate of an entity that performs or promotes elective abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not perform or promote elective abortions outside the scope of the TWHP.  
☒ I affirm that this statement is true and correct.
2. I am not an affiliate of an entity that performs or promotes elective abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a TWHP service, I do not promote elective abortions within the scope of the TWHP.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a TWHP service, I maintain physical and financial separation between my TWHP activities and any elective abortion-performing or abortion-promoting activity. In particular:
  - a. All TWHP services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me has no board members who are also members of the governing board of an entity that performs or promotes elective abortions;
  - c. None of the funds that I receive for performing TWHP services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my accounting records confirm this;
  - d. At my location and in my public electronic communications, I do not display any signs or materials that promote elective abortion.☒ I affirm that this statement is true and correct.
5. I do not use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the TWHP and the Texas Department of State Health Services (DSHS) or its designee (henceforth, "DSHS") will deny any claims I submit for TWHP services.
- If, after I submit this signed certification, I perform, agree to perform, or promote elective abortions, or I affiliate or agree to affiliate with an entity that performs or promotes elective abortions, I will notify DSHS at least 30 calendar days before I perform or promote an elective abortion or affiliate with an entity that does so. If I fail to notify DSHS as required, I will be disqualified from the TWHP and DSHS will deny any claims I submit for TWHP services.
- If, while participating in the TWHP, I perform or promote an elective abortion, I will be disqualified from the TWHP, and DSHS will deny any claims I submit for TWHP services.
- If I submit this certification and agree to its terms, but DSHS determines that I am in fact ineligible to participate in the TWHP, DSHS may place a payment hold on claims submitted by me or my organization for TWHP services until DSHS can make a final determination regarding my eligibility.
- If DSHS determines that I am ineligible to receive funds under the TWHP:
  - a) DSHS may recoup TWHP funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) DSHS will deny all TWHP claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the TWHP until I comply with Texas Human Resources Code section 32.024(c-1) and Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45.
- If I knowingly make a false statement or misrepresentation on this certification, DSHS may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the TWHP.

I also understand that, to enable DSHS to verify my or my organization's eligibility to participate in the TWHP, I must complete and return this certification form to DSHS at the following address:

Texas Medicaid & Healthcare Partnership  
ATTN: Provider Enrollment  
PO Box 200795  
Austin, TX 78720-0795

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification July 1, 2016 through 12/31/2016

*Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.*

If any of statements 1 – 5 are not true, you must request an immediate termination of your TWHP certification:

☐ Terminate WHP Certification

Signature: \_\_\_\_\_



Printed Name: Michelle Carter

Title: Chief Executive Officer

Date: 8/24/2016

## TEXAS WOMEN'S HEALTH PROGRAM CERTIFICATION

This certification pertains to the following billing or performing provider:

Provider Name Farmersville Family Medical Center

Federal Tax ID Number 75-1528614

NPI Number 1922081561

Provider's primary billing address:

Street Address P.O. BOX 1908

Street Address City/State/Zip Code Greenville, Texas 75403

Telephone Number 903-455-5986

Provider's primary physical address:

Street Address 111 North Johnson Street

Street Address City/State/Zip Code Farmersville, Texas 75442

Telephone Number 903-782-6131

### DEFINITIONS

For the purposes of this certification, as provided for by Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45, the following terms are defined as follows:

The term "affiliate" means:

(A) An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

(i) common ownership, management, or control;

(ii) a franchise; or

(iii) the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:

(1) taking affirmative action to secure elective abortion services for a Texas Women's Health Program (TWHP) client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

(2) furnishing or displaying to a TWHP client information that publicizes or advertises an elective abortion service or provider; or

(3) using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.

My name is Michelle Carter. I am the provider or, if the provider is an organization,

I am the provider's (title or position) Chief Executive Officer. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf.

Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organizations, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45, I am not qualified to participate in the TWHP, or to bill the program for services if I perform or promote elective abortions, or if I am an affiliate of an entity that performs or promotes elective abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not perform or promote elective abortions outside the scope of the TWHP.  
☒ I affirm that this statement is true and correct.
2. I am not an affiliate of an entity that performs or promotes elective abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a TWHP service, I do not promote elective abortions within the scope of the TWHP.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a TWHP service, I maintain physical and financial separation between my TWHP activities and any elective abortion-performing or abortion-promoting activity. In particular:
  - a. All TWHP services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me has no board members who are also members of the governing board of an entity that performs or promotes elective abortions;
  - c. None of the funds that I receive for performing TWHP services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my accounting records confirm this;
  - d. At my location and in my public electronic communications, I do not display any signs or materials that promote elective abortion.☒ I affirm that this statement is true and correct.
5. I do not use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the TWHP and the Texas Department of State Health Services (DSHS) or its designee (henceforth, "DSHS") will deny any claims I submit for TWHP services.
- If, after I submit this signed certification, I perform, agree to perform, or promote elective abortions, or I affiliate or agree to affiliate with an entity that performs or promotes elective abortions, I will notify DSHS at least 30 calendar days before I perform or promote an elective abortion or affiliate with an entity that does so. If I fail to notify DSHS as required, I will be disqualified from the TWHP and DSHS will deny any claims I submit for TWHP services.
- If, while participating in the TWHP, I perform or promote an elective abortion, I will be disqualified from the TWHP, and DSHS will deny any claims I submit for TWHP services.
- If I submit this certification and agree to its terms, but DSHS determines that I am in fact ineligible to participate in the TWHP, DSHS may place a payment hold on claims submitted by me or my organization for TWHP services until DSHS can make a final determination regarding my eligibility.
- If DSHS determines that I am ineligible to receive funds under the TWHP:
  - a) DSHS may recoup TWHP funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) DSHS will deny all TWHP claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the TWHP until I comply with Texas Human Resources Code section 32.024(c-1) and Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45.
- If I knowingly make a false statement or misrepresentation on this certification, DSHS may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the TWHP.

I also understand that, to enable DSHS to verify my or my organization's eligibility to participate in the TWHP, I must complete and return this certification form to DSHS at the following address:

Texas Medicaid & Healthcare Partnership  
ATTN: Provider Enrollment  
PO Box 200795  
Austin, TX 78720-0795

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification July 1, 2016 through 12/31/2016

*Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.*

If any of statements 1 – 5 are not true, you must request an immediate termination of your TWHP certification:

☐ Terminate WHP Certification

Signature: 

Printed Name: Michelle Carter

Title: Chief Executive Officer

Date: 8/24/2016

## TEXAS WOMEN'S HEALTH PROGRAM CERTIFICATION

This certification pertains to the following billing or performing provider:

Provider Name Greenville Community Health Center

Federal Tax ID Number 75-1528614

NPI Number 1528041191

Provider's primary billing address:

Street Address P.O. BOX 1908

Street Address City/State/Zip Code Greenville, Texas 75403

Telephone Number 903-455-5986

Provider's primary physical address:

Street Address 4311 Wesley Street Suite A

Street Address City/State/Zip Code Greenville, Texas 75401

Telephone Number 903-455-5986

### DEFINITIONS

For the purposes of this certification, as provided for by Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45, the following terms are defined as follows:

The term "affiliate" means:

(A) An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

- (i) common ownership, management, or control;
- (ii) a franchise; or
- (iii) the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:

- (1) taking affirmative action to secure elective abortion services for a Texas Women's Health Program (TWHP) client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
- (2) furnishing or displaying to a TWHP client information that publicizes or advertises an elective abortion service or provider; or
- (3) using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.

My name is Michelle Carter. I am the provider or, if the provider is an organization,

I am the provider's (title or position) Chief Executive Officer. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf.

Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organizations, owners, officers, employees, and volunteers, or any combination of these.



I understand that, under Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45, I am not qualified to participate in the TWHP, or to bill the program for services if I perform or promote elective abortions, or if I am an affiliate of an entity that performs or promotes elective abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not perform or promote elective abortions outside the scope of the TWHP.  
☒ I affirm that this statement is true and correct.
2. I am not an affiliate of an entity that performs or promotes elective abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a TWHP service, I do not promote elective abortions within the scope of the TWHP.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a TWHP service, I maintain physical and financial separation between my TWHP activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All TWHP services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me has no board members who are also members of the governing board of an entity that performs or promotes elective abortions;
  - c. None of the funds that I receive for performing TWHP services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my accounting records confirm this;
  - d. At my location and in my public electronic communications, I do not display any signs or materials that promote elective abortion.☒ I affirm that this statement is true and correct.
5. I do not use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the TWHP and the Texas Department of State Health Services (DSHS) or its designee (henceforth, "DSHS") will deny any claims I submit for TWHP services.
- If, after I submit this signed certification, I perform, agree to perform, or promote elective abortions, or I affiliate or agree to affiliate with an entity that performs or promotes elective abortions, I will notify DSHS at least 30 calendar days before I perform or promote an elective abortion or affiliate with an entity that does so. If I fail to notify DSHS as required, I will be disqualified from the TWHP and DSHS will deny any claims I submit for TWHP services.
- If, while participating in the TWHP, I perform or promote an elective abortion, I will be disqualified from the TWHP, and DSHS will deny any claims I submit for TWHP services.
- If I submit this certification and agree to its terms, but DSHS determines that I am in fact ineligible to participate in the TWHP, DSHS may place a payment hold on claims submitted by me or my organization for TWHP services until DSHS can make a final determination regarding my eligibility.
- If DSHS determines that I am ineligible to receive funds under the TWHP:
  - a) DSHS may recoup TWHP funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) DSHS will deny all TWHP claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the TWHP until I comply with Texas Human Resources Code section 32.024(c-1) and Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45.
- If I knowingly make a false statement or misrepresentation on this certification, DSHS may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the TWHP.

I also understand that, to enable DSHS to verify my or my organization's eligibility to participate in the TWHP, I must complete and return this certification form to DSHS at the following address:

Texas Medicaid & Healthcare Partnership  
ATTN: Provider Enrollment  
PO Box 200795  
Austin, TX 78720-0795

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

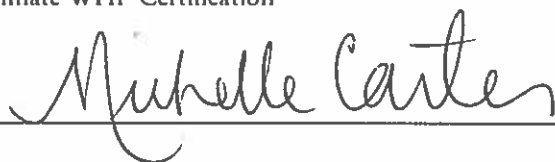
Effective Date of Certification July 1, 2016 through 12/31/2016

*Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.*

If any of statements 1 – 5 are not true, you must request an immediate termination of your TWHP certification:

☐ Terminate WHP Certification

Signature: \_\_\_\_\_



Printed Name: Michelle Carter

Title: Chief Executive Officer

Date: 8/24/2016

## TEXAS WOMEN'S HEALTH PROGRAM CERTIFICATION

This certification pertains to the following billing or performing provider:

Provider Name Kaufman Community Health Center

Federal Tax ID Number 75-1528614

NPI Number 1669455101

Provider's primary billing address:

Street Address P.O. BOX 1908

Street Address City/State/Zip Code Greenville, Texas 75403

Telephone Number 903-455-5986

Provider's primary physical address:

Street Address 101 North Houston Street

Street Address City/State/Zip Code Kaufman, Texas 75142

Telephone Number 972-932-7001

### DEFINITIONS

For the purposes of this certification, as provided for by Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45, the following terms are defined as follows:

The term "affiliate" means:

(A) An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

- (i) common ownership, management, or control;
- (ii) a franchise; or
- (iii) the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:

- (1) taking affirmative action to secure elective abortion services for a Texas Women's Health Program (TWHP) client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
- (2) furnishing or displaying to a TWHP client information that publicizes or advertises an elective abortion service or provider; or
- (3) using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.

My name is Michelle Carter. I am the provider or, if the provider is an organization,

I am the provider's (title or position) Chief Executive Officer. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf.

Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organizations, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45, I am not qualified to participate in the TWHP, or to bill the program for services if I perform or promote elective abortions, or if I am an affiliate of an entity that performs or promotes elective abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not perform or promote elective abortions outside the scope of the TWHP.  
☒ I affirm that this statement is true and correct.
2. I am not an affiliate of an entity that performs or promotes elective abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a TWHP service, I do not promote elective abortions within the scope of the TWHP.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a TWHP service, I maintain physical and financial separation between my TWHP activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All TWHP services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me has no board members who are also members of the governing board of an entity that performs or promotes elective abortions;
  - c. None of the funds that I receive for performing TWHP services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my accounting records confirm this;
  - d. At my location and in my public electronic communications, I do not display any signs or materials that promote elective abortion.☒ I affirm that this statement is true and correct.
5. I do not use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the TWHP and the Texas Department of State Health Services (DSHS) or its designee (henceforth, "DSHS") will deny any claims I submit for TWHP services.
- If, after I submit this signed certification, I perform, agree to perform, or promote elective abortions, or I affiliate or agree to affiliate with an entity that performs or promotes elective abortions, I will notify DSHS at least 30 calendar days before I perform or promote an elective abortion or affiliate with an entity that does so. If I fail to notify DSHS as required, I will be disqualified from the TWHP and DSHS will deny any claims I submit for TWHP services.
- If, while participating in the TWHP, I perform or promote an elective abortion, I will be disqualified from the TWHP, and DSHS will deny any claims I submit for TWHP services.
- If I submit this certification and agree to its terms, but DSHS determines that I am in fact ineligible to participate in the TWHP, DSHS may place a payment hold on claims submitted by me or my organization for TWHP services until DSHS can make a final determination regarding my eligibility.
- If DSHS determines that I am ineligible to receive funds under the TWHP:
  - a) DSHS may recoup TWHP funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) DSHS will deny all TWHP claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the TWHP until I comply with Texas Human Resources Code section 32.024(c-1) and Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45.
- If I knowingly make a false statement or misrepresentation on this certification, DSHS may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the TWHP.

I also understand that, to enable DSHS to verify my or my organization's eligibility to participate in the TWHP, I must complete and return this certification form to DSHS at the following address:

Texas Medicaid & Healthcare Partnership  
ATTN: Provider Enrollment  
PO Box 200795  
Austin, TX 78720-0795


If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification July 1, 2016 through 12/31/2016

*Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.*

If any of statements 1 – 5 are not true, you must request an immediate termination of your TWHP certification:

☐ Terminate WHP Certification

Signature: 

Printed Name: Michelle Carter

Title: Chief Executive Officer

Date: 8/24/2016

## TEXAS WOMEN'S HEALTH PROGRAM CERTIFICATION

This certification pertains to the following billing or performing provider:

Provider Name Women's Center of Greenville

Federal Tax ID Number 75-1528614

NPI Number 1528041191

Provider's primary billing address:

Street Address P.O. BOX 1908

Street Address City/State/Zip Code Greenville, Texas 75403

Telephone Number 903-455-5986

Provider's primary physical address:

Street Address 4311 Wesley Street Suite B

Street Address City/State/Zip Code Greenville, Texas 75401

Telephone Number 903-455-5010

### DEFINITIONS

For the purposes of this certification, as provided for by Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45, the following terms are defined as follows:

The term "affiliate" means:

(A) An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

- (i) common ownership, management, or control;
- (ii) a franchise; or
- (iii) the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:

- (1) taking affirmative action to secure elective abortion services for a Texas Women's Health Program (TWHP) client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
- (2) furnishing or displaying to a TWHP client information that publicizes or advertises an elective abortion service or provider; or
- (3) using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.

My name is Michelle Carter. I am the provider or, if the provider is an organization,

I am the provider's (title or position) Chief Executive Officer. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf.

Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organizations, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45, I am not qualified to participate in the TWHP, or to bill the program for services if I perform or promote elective abortions, or if I am an affiliate of an entity that performs or promotes elective abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not perform or promote elective abortions outside the scope of the TWHP.  
☒ I affirm that this statement is true and correct.
2. I am not an affiliate of an entity that performs or promotes elective abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a TWHP service, I do not promote elective abortions within the scope of the TWHP.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a TWHP service, I maintain physical and financial separation between my TWHP activities and any elective abortion-performing or abortion-promoting activity. In particular:
  - a. All TWHP services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me has no board members who are also members of the governing board of an entity that performs or promotes elective abortions;
  - c. None of the funds that I receive for performing TWHP services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my accounting records confirm this;
  - d. At my location and in my public electronic communications, I do not display any signs or materials that promote elective abortion.☒ I affirm that this statement is true and correct.
5. I do not use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the TWHP and the Texas Department of State Health Services (DSHS) or its designee (henceforth, "DSHS") will deny any claims I submit for TWHP services.
- If, after I submit this signed certification, I perform, agree to perform, or promote elective abortions, or I affiliate or agree to affiliate with an entity that performs or promotes elective abortions, I will notify DSHS at least 30 calendar days before I perform or promote an elective abortion or affiliate with an entity that does so. If I fail to notify DSHS as required, I will be disqualified from the TWHP and DSHS will deny any claims I submit for TWHP services.
- If, while participating in the TWHP, I perform or promote an elective abortion, I will be disqualified from the TWHP, and DSHS will deny any claims I submit for TWHP services.
- If I submit this certification and agree to its terms, but DSHS determines that I am in fact ineligible to participate in the TWHP, DSHS may place a payment hold on claims submitted by me or my organization for TWHP services until DSHS can make a final determination regarding my eligibility.
- If DSHS determines that I am ineligible to receive funds under the TWHP:
  - a) DSHS may recoup TWHP funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) DSHS will deny all TWHP claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the TWHP until I comply with Texas Human Resources Code section 32.024(c-1) and Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45.
- If I knowingly make a false statement or misrepresentation on this certification, DSHS may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the TWHP.

I also understand that, to enable DSHS to verify my or my organization's eligibility to participate in the TWHP, I must complete and return this certification form to DSHS at the following address:

Texas Medicaid & Healthcare Partnership  
ATTN: Provider Enrollment  
PO Box 200795  
Austin, TX 78720-0795

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification July 1, 2016 through 12/31/2016

*Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.*

If any of statements 1 – 5 are not true, you must request an immediate termination of your TWHP certification:

☐ Terminate WHP Certification

Signature: 

Printed Name: Michelle Carter

Title: Chief Executive Officer

Date: 8/24/2016



## TEXAS WOMEN'S HEALTH PROGRAM CERTIFICATION

This certification pertains to the following billing or performing provider:

Provider Name Bonham Community Health Clinic

Federal Tax ID Number 75-1528614

NPI Number 1184607723

Provider's primary billing address:

Street Address P.O. BOX 1908

Street Address City/State/Zip Code Greenville, Texas 75403

Telephone Number 903-455-5986

Provider's primary physical address:

Street Address 920 North Center Street

Street Address City/State/Zip Code Bonham, Texas 75418

Telephone Number 903-586-6155

### DEFINITIONS

For the purposes of this certification, as provided for by Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45, the following terms are defined as follows:

The term "affiliate" means:

(A) An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:

- (i) common ownership, management, or control;
- (ii) a franchise; or
- (iii) the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:

- (1) taking affirmative action to secure elective abortion services for a Texas Women's Health Program (TWHP) client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
- (2) furnishing or displaying to a TWHP client information that publicizes or advertises an elective abortion service or provider; or
- (3) using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.

My name is Michelle Carter. I am the provider or, if the provider is an organization,

I am the provider's (title or position) Chief Executive Officer. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf.

Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organizations, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45, I am not qualified to participate in the TWHP, or to bill the program for services if I perform or promote elective abortions, or if I am an affiliate of an entity that performs or promotes elective abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not perform or promote elective abortions outside the scope of the TWHP.  
☒ I affirm that this statement is true and correct.
2. I am not an affiliate of an entity that performs or promotes elective abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a TWHP service, I do not promote elective abortions within the scope of the TWHP.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a TWHP service, I maintain physical and financial separation between my TWHP activities and any elective abortion-performing or abortion-promoting activity. In particular:
  - a. All TWHP services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me has no board members who are also members of the governing board of an entity that performs or promotes elective abortions;
  - c. None of the funds that I receive for performing TWHP services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my accounting records confirm this;
  - d. At my location and in my public electronic communications, I do not display any signs or materials that promote elective abortion.☒ I affirm that this statement is true and correct.
5. I do not use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or promotes elective abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the TWHP and the Texas Department of State Health Services (DSHS) or its designee (henceforth, "DSHS") will deny any claims I submit for TWHP services.
- If, after I submit this signed certification, I perform, agree to perform, or promote elective abortions, or I affiliate or agree to affiliate with an entity that performs or promotes elective abortions, I will notify DSHS at least 30 calendar days before I perform or promote an elective abortion or affiliate with an entity that does so. If I fail to notify DSHS as required, I will be disqualified from the TWHP and DSHS will deny any claims I submit for TWHP services.
- If, while participating in the TWHP, I perform or promote an elective abortion, I will be disqualified from the TWHP, and DSHS will deny any claims I submit for TWHP services.
- If I submit this certification and agree to its terms, but DSHS determines that I am in fact ineligible to participate in the TWHP, DSHS may place a payment hold on claims submitted by me or my organization for TWHP services until DSHS can make a final determination regarding my eligibility.
- If DSHS determines that I am ineligible to receive funds under the TWHP:
  - a) DSHS may recoup TWHP funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) DSHS will deny all TWHP claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the TWHP until I comply with Texas Human Resources Code section 32.024(c-1) and Title 25 of the Texas Administrative Code, Sections 39.31 through 39.45.
- If I knowingly make a false statement or misrepresentation on this certification, DSHS may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the TWHP.

I also understand that, to enable DSHS to verify my or my organization's eligibility to participate in the TWHP, I must complete and return this certification form to DSHS at the following address:

Texas Medicaid & Healthcare Partnership  
ATTN: Provider Enrollment  
PO Box 200795  
Austin, TX 78720-0795


If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification July 1, 2016 through 12/31/2016

*Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.*

If any of statements 1 – 5 are not true, you must request an immediate termination of your TWHP certification:

☐ Terminate WHP Certification

Signature: 

Printed Name: Michelle Carter

Title: Chief Executive Officer

Date: 8/24/2016

# Community Health Service Agency, Inc.

## CERTIFICATION REGARDING FEDERAL LOBBYING (Certification for Contracts, Grants, Loans, and Cooperative Agreements)

### PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

### TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor <i>Michelle Carter</i>	Vendor ID No. or Social Security No. <i>75-152,8614</i>	HHSC Contract No. (if applicable)
Name of Authorized Representative (type or print) <i>Michelle Carter</i>	Title <i>CEO</i>	Signature--Authorize Representative <i>Michelle Carter</i>
		Date <i>4/29/2016</i>

## FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of  
Respondent:

Community Health Services Agency, Inc.

### Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

1. Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
2. Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
3. Staff development and training related to HTW Fee-for-Service Program service delivery; and
4. Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$ 229,357
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### Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

Proposed Number of Clinical Clients to be Served:	1,000
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Rev. 09/15

# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
- ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - ☐ Section 2 c. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
- ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
- ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - No
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:
- ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - ☐ Section 3 - Self Performing Justification
  - ☐ Section 4 - Affirmation

**"Continuous Contract":** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Rev 09/15

# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

## -- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

## SECTION-1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Community Health Service Agency, Inc. State of Texas VID #: 75-1528614  
Point of Contact: Michelle Carter Phone #: 903-455-5986  
E-mail Address: mcarter.chsa@tachc.org Fax #: 903-454-4621
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 529-16-0094 Bid Open Date: 03/22/2016  
(mm/dd/yyyy)



Enter your company's name here: Community Health Service Agency, Inc.Requisition #: 529-16-0094**SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including **contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)

☒ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u> * in place for <u>more than five (5) years</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u>	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract\* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: Community Health Service Agency, Inc.Requisition #: 529-16-0094**SECTION 3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

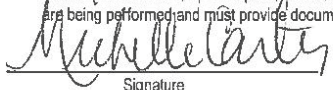
If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

CHSA is a member of the Texas Association of Community Health Centers (TACHC). One of the benefits of TACHC is utilizing their group purchasing services. TACHC develops an RFP for contracts with pharmaceutical and laboratory companies. HUB vendors are included in the RFP process. CHSA intends to utilize these group purchasing arrangements as part of the Healthy Texas Women program to achieve lower costs through economies of scale.

**SECTION 4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at [http://www.window.state.tx.us/procurement/proc/hub/hub-forms/progressassessment\(rpt.xls\)](http://www.window.state.tx.us/procurement/proc/hub/hub-forms/progressassessment(rpt.xls))).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Michelle Carter

Printed Name

CEO

Title

04/29/2016Date  
(mm/dd/yyyy)**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Enter your company's name here: Community Health Service Agency, Inc.Requisition #: 529-16-0094**SECTION 2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*





## HSP Good Faith Effort - Method B (Attachment B)

Rev 09/15

Enter your company's name here: Community Health Service Agency, Inc.

Requisition #: 529-16-0094

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/proc/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

### SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

### SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

### SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/loasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proc/hub/mwb-links-1/>.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

## HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Community Health Service Agency, Inc.

Requisition #: 529-16-0094

### SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/toasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>(Do not enter Social Security Number. If you do not know their VID - EIN, leave their VID / EIN field blank.)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

Rev 09/15

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

<b>SECTION: A PRIME CONTRACTOR'S INFORMATION</b>	
Company Name: Community Health Service Agency, Inc.	State of Texas VID #: 75-1528614
Point-of-Contact: Michelle Carter	Phone #: 903-455-5986
E-mail Address: mcarter.chsa@tachc.org	Fax #: 903-454-4621
<b>SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>	
Agency Name:	Phone #:
Point-of-Contact:	Bid Open Date: 03/22/2016 (mm/dd/yyyy)
Requisition #: 529-16-D094	
<b>SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</b>	
<b>1. Potential Subcontractor's Bid Response Due Date:</b>	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ on _____ Central Time Date (mm/dd/yyyy)	
<i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i>	
<i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i>	
<b>2. Subcontracting Opportunity Scope of Work:</b>	
<b>3. Required Qualifications:</b> <input type="checkbox"/> - Not Applicable	
<b>4. Bonding/Insurance Requirements:</b> <input type="checkbox"/> - Not Applicable	
<b>5. Location to review plans/specifications:</b> <input type="checkbox"/> - Not Applicable	

# **Attachment C – Contractor’s Revised Budget**

## General Instructions for Completing Budget Forms

In preparing the budget, you must budget all costs that your organization will incur in carrying out the Healthy Texas Women Program. Instructions for completing the budget template follow:

- \* Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on the budget summary page. Doing so will populate the budget category detail templates with the organization's name.

\*

Complete each budget category detail template. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget templates at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.

- \* After you complete each budget category detail template, go to the Budget Summary.
- \* Distribute the total amount in column 1 in each budget category manually among the various funding sources (columns 2 through 6).
- \* Refer to the table below the budget template table to verify that the amounts distributed (Distribution Total) in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.
- \* Fill all budget forms out in **WHOLE DOLLARS**.



1

## FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent: Community Health Service Agency, Inc.

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$386,289	\$139,528	\$246,761
B. Fringe Benefits	\$117,876	\$42,577	\$75,299
C. Travel	\$1,955	\$706	\$1,249
D. Equipment	\$0	\$0	\$0
E. Supplies	\$36,723	\$13,264	\$23,459
F. Contractual	\$31,850	\$11,504	\$20,346
G. Other	\$60,294	\$21,778	\$38,516
H. Total Direct Costs	\$634,987	\$229,357	\$405,630
I. Indirect Costs	\$0		
J. Total (Sum of H and I)	\$634,987	\$229,357	\$405,630

**NOTE:** The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$386,289	\$386,289	Fringe Benefits	\$117,876	\$117,876
	Travel	\$1,955	\$1,955	Equipment	\$0	\$0
	Supplies	\$36,723	\$36,723	Contractual	\$31,850	\$31,850
	Other	\$60,294	\$60,294	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$634,987</b>	<b>Budget Total</b>	<b>\$634,987</b>
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List any budget assumptions below:

## FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Community Health Service Agency, Inc.

<b>PERSONNEL</b>							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Greenville Clinic Staff (Providers, Clinic Manager, Nurses, Front Office, Eligibility-37.2 FTE's) E	N	Provide HTW patient services	0.04	N/A	\$143,551.87	14	\$85,413
Greenville Outreach and Enrollment Assistant E	N	Provide outreach, inreach, education and enrollment to HTW	0.2	N/A	\$1,733.33	14	\$4,853
Women's Health Department Outreach and Enrollment Assistant P	Y	Provide outreach, inreach, education and enrollment to HTW	1	N/A	\$1,733.33	14	\$24,267
HTW Care Coordinator P	Y	Provide Care Coordination to HTW	1	N/A	\$1,733.33	14	\$24,267
Farmersville Clinic Staff (Providers, Clinic Manager, Nurses, Front Office, Eligibility-10 FTE's) E	N	Provide HTW patient services	0.04	N/A	\$34,357.86	14	\$20,443
Farmersville Outreach and Enrollment Assistant E	N	Provide outreach, inreach, education and enrollment to HTW	0.2	N/A	\$1,733.33	14	\$4,853
Bonham Clinic Staff (Providers, Clinic Manager, Nurses, Front Office, Eligibility-7 FTE's) E	N	Provide HTW patient services	0.04	N/A	\$21,050.71	14	\$12,525
Bonham Outreach and Enrollment Assistant E	N	Provide outreach, inreach, education and enrollment to HTW	0.2	N/A	\$1,733.33	14	\$4,853
Kaufman Clinic Staff (Providers, Clinic Manager, Nurses, Front Office, Eligibility-15 FTE's) E	N	Provide HTW patient services	0.04	N/A	\$53,866.87	14	\$32,051
Kaufman Outreach and Enrollment Assistant E	N	Provide outreach, inreach, education and enrollment to HTW	0.2	N/A	\$1,733.33	14	\$4,853
Cooper Clinic Staff (Providers, Clinic Manager, Nurses, Front Office, Eligibility-6 FTE's) E	N	Provide HTW patient services	0.04	N/A	\$20,986.68	14	\$12,487
Cooper Outreach and Enrollment Assistant P	Y	Provide outreach, inreach, education and enrollment to HTW	1	N/A	\$1,733.33	14	\$24,267
Patient Support Center Staff (Medical Records, Clinical Support Specialists, Patient Access Specialist, and Referral Specialist- 17.5 FTE's) E	N	Provide HTW Patient Support for appointment scheduling, referrals, clinical followup, medical records, commitment calls	0.04	N/A	\$31,442.89	12	\$16,036
<b>TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS</b>							\$115,121
<b>SalaryWage Total</b>							<b>\$386,289</b>

<b>FRINGE BENEFITS</b>	<b>Itemize the elements of fringe benefits in the space below:</b>
------------------------	--

Social Security, Medicare, Health Insurance, Dental Insurance, AD&D, Short Term Disability, Long Term Disability, and Retirement Match

	<b>Fringe Benefit Rate %</b>	30.52%
	<b>Fringe Benefits Total</b>	<b>\$117,876</b>

## FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Community Health Service Agency, Inc.

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
Community Health HTW Training Seminars	Provide knowledge of program policies and procedures for CHSA's HHSC HTW programs	Austin, Texas	2.5 day / 3 employees	Mileage	\$50
				Airfare	\$800
				Meals	\$100
				Lodging	\$900
				Other Costs	\$105
				<b>Total</b>	<b>\$1,955</b>
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	<b>\$0</b>
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	<b>\$0</b>
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	<b>\$0</b>
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$1,955

## Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$1,955

Total Travel Costs: \$1,955

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Revised: 7/6/2009

Legal Name of Respondent: Community Health Service Agency, Inc.

[illegible]

Revised: 7/6/2009

## FORM F-4: SUPPLIES Budget Category Detail Form

**Legal Name of Respondent:**

**Community Health Service Agency, Inc.**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

<b>Description of Item</b> [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	<b>Purpose &amp; Justification</b>	<b>Total Cost</b>
General Office Supplies	Routine Monthly Supplies for HTW program	\$5,000
Maintenance Supplies	Routine Monthly Maintenance Supplies for HTW program	\$750
Medical Supplies	Routine Monthly Medical Supplies HTW program	\$5,723
Clinic Medicine	Clinic Medication and LARC for HTW program	\$25,000
Books and Manuals	Reference Materials relating the HTW program	\$250
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

**Total Amount Requested for Supplies:**

**\$36,723**

## FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Community Health Service Agency, Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Labcorp	Contract lab services	Lab services for HTW Services	Monthly	14	\$2,083.33	\$29,167
						\$0
Delta Oasis	Pharmacist Services	Provide 340B pharmacy for HTW program	Monthly	14	\$191.67	\$2,683
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

**\$31,850**



## FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Community Health Service Agency, Inc.

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Printing	Printing cost related to HTW Program	\$750
Equipment Maintenance	Maintenance of Equipment	\$1,650
Building Lease	HTW portion of building lease	\$1,850
Utilities	HTW portion of utilities	\$6,500
Janitorial Services	HTW portion of Janitorial services	\$5,334
Exterminating Services	HTW portion of Exterminating services	\$305
Stericycle	HTW portion of Medical Waste Disposal	\$1,222
Document Shredding	HTW portion of Document Shredding	\$183
Memberships	HTW portion of Memberships	\$2,300
Registrations	HTW portion of Registrations	\$2,100
Professional Fees	HTW portion of Professional Fees (ex: Audit)	\$5,800
Staff Training	HTW portion of Staff Training	\$2,000
Recruitment and Retention	HTW portion of Recruitment and Retention	\$3,000
Data Processing	HTW portion of Data Processing	\$15,000
Copying Machine	HTW portion of Copy Machine cost	\$2,200
Postage and Shipping	HTW portion of Postage and Shipping	\$1,850
Advertising	HTW portion of Advertising	\$2,000
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$6,250

Total Amount Requested for Other:

**\$60,294**

## FORM F - 7 Indirect Costs

Legal Name of Respondent:

Community Health Service Agency, Inc.

Total amount of indirect costs allocable to the project:

Amount:

Indirect costs are based on (mark the statement that is applicable):

\_\_\_\_\_  
The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

**RATE:**

**BASE:**

\_\_\_\_\_  
***Applies only to governmental entities*** . The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

**RATE:**

**TYPE:**

**BASE:**

**GO TO PAGE 2 (below)**

## Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

## **SUPPLEMENTAL FORMS INSTRUCTIONS**

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental  
Form F-2 Travel Supplemental  
Form F-3 Equipment Supplemental  
Form F-4 Supplies Supplemental  
Form F-5 Contractual Supplemental  
Form F-6 Other Supplemental

## FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Community Health Service Agency, Inc.

<b>PERSONNEL</b>							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Billing and Training Department Staff (- 8 FTE's) E	N	Provide HTW clinical and front office training to staff and billing for HTW clinical services	0.04	N/A	\$22,054.98	14	\$13,123
HTW Training Coordinator P	Y	Provide HTW training curriculum to staff	1	N/A	\$2,500.00	14	\$35,000
Administration Department Staff (19.6 FTE's) E	N	Provide Administrative Oversight for HTW	0.04	N/A	\$91,710.68	14	\$54,568
Quality Assurance Staff E	N	Provides Quality Assurance Oversight for HTW	0.2	N/A	\$3,750.00	14	\$10,500
Health Promotion Staff E	N	Provide Health Promotion to the HTW program participants	0.04	N/A	\$3,244.80	14	\$1,931
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
						<b>SalaryWage Total</b>	<b>\$115,121</b>

## FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Community Health Service Agency, Inc.

<b>PERSONNEL</b>							
Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
						<b>SalaryWage Total</b>	<b>\$0</b>

## FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Community Health Service Agency, Inc.

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0

**Total for Conference / Workshop Travel**

\$0

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

**Total for Other / Local Travel****\$0****Other / Local Travel Costs:** **\$0****Conference / Workshop Travel Costs:** **\$0****Total Travel Costs:** **\$0**



## FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Community Health Service Agency, Inc.

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	\$0

**Total for Conference / Workshop Travel**

\$0

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

**Total for Other / Local Travel****\$0****Other / Local Travel Costs:** **\$0****Conference / Workshop Travel Costs:** **\$0****Total Travel Costs:** **\$0**

## Detail Form (Supplemental)

**Community Health Service Agency, Inc.**

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

**\$0**

## Detail Form (Supplemental)

**Community Health Service Agency, Inc.**

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

**\$0**

## FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Community Health Service Agency, Inc.

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes &amp; cost/box)]</small>	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

## FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Community Health Service Agency, Inc.

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

## FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Community Health Service Agency, Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

**\$0**

## FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Community Health Service Agency, Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL:

**\$0**



## FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Community Health Service Agency, Inc.

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost
Answering Service	HTW portion of Answering service	\$500
Telephone Cost	HTW portion of Telephone Cost	\$3,250
Insurance	HTW portion of Insurance	\$2,500

Total Amount Requested for Other:

**\$6,250**

## FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Community Health Service Agency, Inc.

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other:

\$0

# **Attachment D – Contractor's Original Application**

## Section 1 - Executive Summary

Community Health Service Agency, Inc. (CHSA) is a federally qualified health center (FQHC) serving the primarily rural counties of Hunt, Fannin, Collin, Kaufman and Delta. CHSA has been providing a medical home for thousands of patients in Northeast Texas for 38 years. Its services include primary and preventative care, family planning, prenatal care and delivery, diagnostic lab and x-ray, pharmacy, oral health, behavioral health, education, outreach and enrollment, care coordination, in patient and emergency care. The health center currently operates six medical clinics, one dental clinic and employs 157 employees including 24 healthcare providers. CHSA targets individuals/families that live at or below 200% of the federal poverty level and serves a population at significant risk with limited resources to access the healthcare they need. It is one of the only safety net providers in its service area and in many cases the only access these patients have to appropriate health care. CHSA has achieved patient centered medical home designation in all of its family practice sites and has operated with fully integrated electronic health records for many years. In 2015, CHSA provided services to 23,565 patients with 70,541 patient visits.

CHSA has been providing women's health services since its inception and continues to place a large emphasis on these services as women represent 65% of CHSA's patient population. Community needs assessments conducted throughout the years have continually identified significant gaps in women's health services for uninsured and underserved women in CHSA's target population and CHSA has always placed a substantial focus on these services in its strategic plan. Legislative budget cuts to the family planning programs in 2011 were a detriment to CHSA's women's health program. A significant portion of its funding was eliminated which decreased the overall number of women served in its service area counties. CHSA has worked very hard to overcome this temporary set-back and rebuild its women's health services with state funding opportunities in recent years.

This application provides an opportunity for CHSA to continue building its women's health services through program objectives that will:

- Improve eligibility and enrollment into the HTW program by adding 2.0 FTE as well as increasing focus on women's health programs for existing staff in its outreach and enrollment department;
- Provide client and community based educational activities by providing 1.0 FTE for care coordination within the women's health program, .50 FTE for health promotion of women's health risks, disease management, and contraceptive methods including LARC, and .20 FTE for quality assurance efforts to measure, analyze, and improve women's health outcomes and LARC utilization;
- Provide training and development of staff adding 1.0 FTE that will be dedicated to training staff on HTW and women's health via a focused training and development plan;
- Provide direct clinical care for clients deemed presumptively eligible for services by helping to defray the costs associated with assuring services are rendered to these clients prior to enrollment confirmation;

CHSA plays a vital role in the health status of many women in its service area who are socially disadvantaged with health disparities such as socioeconomic status, age, sex, race or ethnicity, and education that contribute to their ability to achieve good health. Many face significant barriers to accessing health care such as financial means to pay for services, transportation, poor health literacy, limited English proficiency and social stigma and privacy

concerns related to seeking care in a rural area. Health and Human Services' total HTW investment of \$647,428, including HTW categorial funding of \$241,528, will make a positive impact in enrolling many more uninsured and underserved women who are still in desperate need of women's health services in Northeast Texas.

Section 2 - Completed Forms A - M-1

**FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST**

**Legal Business Name of  
Respondent:**

Community Health Service Agency, Inc.

In coordination with the requirements of Section 3.8 Format and Content, this form is provided to ensure respondents submit the required forms required in Section 2 – Completed Forms A-M-1, and Section 7 – Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

PROGRAM FORMS	DESCRIPTION	Included	Page #
<b>A</b>	Proposal Table and Contents and Checklist	<input checked="" type="checkbox"/>	<b>4</b>
<b>B</b>	Texas Counties and Regions List Served by Project	<input checked="" type="checkbox"/>	<b>5</b>
<b>C</b>	Contact Person Information	<input checked="" type="checkbox"/>	<b>6</b>
<b>D</b>	Deleted – Nothing to be submitted	<input checked="" type="checkbox"/>	<b>7</b>
<b>E</b>	Deleted – Nothing to be submitted		
<b>F</b>	Budget Summary and Details	<input checked="" type="checkbox"/>	<b>8</b>
<b>G</b>	Respondent Background	<input checked="" type="checkbox"/>	<b>17</b>
<b>H</b>	Funding Request and Performance Measures	<input checked="" type="checkbox"/>	<b>26</b>
<b>I</b>	Work Plan	<input checked="" type="checkbox"/>	<b>27</b>
<b>J</b>	Assessment Narrative	<input checked="" type="checkbox"/>	<b>46</b>
<b>K</b>	Healthy Texas Women Clinic Site Readiness	<input checked="" type="checkbox"/>	<b>49</b>
<b>K-1</b>	Healthy Texas Women Clinic Sites*	<input checked="" type="checkbox"/>	<b>54</b>
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid		
<b>L</b>	Staff Development Plan	<input checked="" type="checkbox"/>	<b>59</b>
<b>L-1</b>	Staff Development Training Calendar	<input checked="" type="checkbox"/>	<b>61</b>
<b>M</b>	Community Education/Program Promotion Plan	<input checked="" type="checkbox"/>	<b>63</b>
<b>M-1</b>	Community Education/Program Promotion Calendar	<input checked="" type="checkbox"/>	<b>68</b>

**NOTE:** Appendix E: Healthy Texas Women Certification may be included in a respondent's proposal after Form M-1; Community Education/Program Calendar.

REQUIRED FORMS	DESCRIPTION	Included	Page #
<b>1</b>	Child Support Certification	<input checked="" type="checkbox"/>	<b>86</b>
<b>2</b>	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	<input checked="" type="checkbox"/>	<b>87</b>
<b>3</b>	Required Certifications	<input checked="" type="checkbox"/>	<b>89</b>
<b>4</b>	Federal Lobbying Certification	<input checked="" type="checkbox"/>	<b>91</b>
<b>5</b>	Anti-Trust Certification	<input checked="" type="checkbox"/>	<b>92</b>
<b>6</b>	Respondent Information and Disclosures	<input checked="" type="checkbox"/>	<b>94</b>
<b>7</b>	HUB Subcontracting Plan (HSP)	<input checked="" type="checkbox"/>	<b>98</b>
<b>8</b>	HHS Information Security and Privacy Initial Inquiry (SPI)	<input checked="" type="checkbox"/>	<b>102</b>

**FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT**

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	<b>-D-</b>			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input checked="" type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input checked="" type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	02	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fannin	<input checked="" type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input checked="" type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	<b>-G-</b>			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input checked="" type="checkbox"/>	03	<b>-H-</b>			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	<b>-S-</b>			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			



**FORM C: CONTACT PERSON INFORMATION**

**Legal Business Name of Respondent:**

Community Health Service Agency, Inc.

- A. This form provides information about the appropriate contacts in the respondent's organization.  
 B. Mark N/A if a contact does not apply to your agency.  
 C. ALL phone numbers should be a direct line to the designated individual.

## Contacts

<b><i>Billing Contact</i></b>		<b><i>Executive Director</i></b>	
Last Name: Jill		Last Name: Carter	
First Name: Alvarado		First Name: Michelle	
Salutation:		Salutation:	
Title: A/R Manager		Title: CEO	
Email: jalvarado.chsa@tachc.org		Email: mcarter.chsa@tachc.org	
Phone: 903-455-5958		Phone: 903-455-5986	

<b><i>Financial Director</i></b>		<b><i>Medical Director</i></b>	
Last Name: Arrington		Last Name: Peron	
First Name: Carol		First Name: Ron	
Salutation:		Salutation: Dr.	
Title: Chief Financial Officer		Title: Chief Medical Officer	
Email: carrington.chsa@tachc.org		Email: rperon.chsa@tachc.org	
Phone: 903-455-5986		Phone: 903-455-5986	

<b><i>Primary Program Contact</i></b>		<b><i>Quality Assurance Contact</i></b>	
Last Name: Carol		Last Name: Monroe	
First Name: Arrington		First Name: Cathy	
Salutation:		Salutation:	
Title: Chief Financial Officer		Title: Quality Improvement Coordinator	
Email: carrington.chsa@tachc.org		Email: cmonroe.chsa@tachc.org	
Phone: 903-455-5986		Phone: 903-455-5986	

Community Health Service Agency, Inc.  
**FORM D -- Intentionally Left Blank**

**FORM F: BUDGET SUMMARY (REQUIRED)**

Legal Name of Respondent:

Community Health Service Agency, Inc.

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$393,448	\$147,583	\$245,855
B. Fringe Benefits	\$120,061	\$44,423	\$75,638
C. Travel	\$1,955	\$723	\$1,232
D. Equipment	\$0	\$0	\$0
E. Supplies	\$38,000	\$14,060	\$23,940
F. Contractual	\$33,300	\$12,321	\$20,979
G. Other	\$80,294	\$22,308	\$37,985
H. Total Direct Costs	\$847,058	\$241,428	\$405,630
I. Indirect Costs	\$0		
J. Total (Sum of H and I)	\$847,058	\$241,428	\$405,630

**NOTE:** The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$393,448	\$393,448	Fringe Benefits	\$120,061	\$120,061
	Travel	\$1,955	\$1,955	Equipment	\$0	\$0
	Supplies	\$38,000	\$38,000	Contractual	\$33,300	\$33,300
	Other	\$80,294	\$80,294	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	Distribution Totals	\$647,058	Budget Total	\$647,058
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List any budget assumptions below:

Revised: 1/18/2009

## FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Community Health Service Agency, Inc.

PERSONNEL Functional Title & Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License Expiration Indicated	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Greenville Clinic Staff (Providers, Clinic Manager, Nurses, Front Office, Eligibility- 37.2 FTE's) E	N	Provide HTW patient services	0.05	N/A	\$143,551.87	12	\$87,681
Greenville Outreach and Enrollment Assistant E	N	Provide outreach, inreach, education and enrollment to HTW	0.2	N/A	\$1,733.33	12	\$4,160
Women's Health Department Outreach and Enrollment Assistant P	Y	Provide outreach, inreach, education and enrollment to HTW	1	N/A	\$1,733.33	12	\$20,800
HTW Care Coordinator P	Y	Provide Care Coordination to HTW	1	N/A	\$1,733.33	12	\$20,800
Farmersville Clinic Staff (Providers, Clinic Manager, Nurses, Front Office, Eligibility- 10 FTE's) E	N	Provide HTW patient services	0.05	N/A	\$34,357.88	12	\$20,886
Farmersville Outreach and Enrollment Assistant E	N	Provide outreach, inreach, education and enrollment to HTW	0.2	N/A	\$1,733.33	12	\$4,160
Bonham Clinic Staff (Providers, Clinic Manager, Nurses, Front Office, Eligibility- 7 FTE's) E	N	Provide HTW patient services	0.05	N/A	\$21,050.71	12	\$12,858
Bonham Outreach and Enrollment Assistant E	N	Provide outreach, inreach, education and enrollment to HTW	0.2	N/A	\$1,733.33	12	\$4,160
Kaufman Clinic Staff (Providers, Clinic Manager, Nurses, Front Office, Eligibility- 15 FTE's) E	N	Provide HTW patient services	0.05	N/A	\$53,868.87	12	\$32,802
Kaufman Outreach and Enrollment Assistant E	N	Provide outreach, inreach, education and enrollment to HTW	0.2	N/A	\$1,733.33	12	\$4,160
Cooper Clinic Staff (Providers, Clinic Manager, Nurses, Front Office, Eligibility- 8 FTE's) E	N	Provide HTW patient services	0.05	N/A	\$20,888.88	12	\$12,819
Cooper Outreach and Enrollment Assistant P	Y	Provide outreach, inreach, education and enrollment to HTW	1	N/A	\$1,733.33	12	\$20,800
Patient Support Center Staff (Medical Records, Clinical Support Specialists, Patient Access Specialist, and Referral Specialist- 17.5 FTE's) E	N	Provide HTW Patient Support for appointment scheduling, referrals, clinical followup, medical records, commitment calls	0.05	N/A	\$31,442.88	12	\$19,205
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$127,567
Salary/Wage Total							\$393,448

## FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Social Security, Medicare, Health Insurance, Dental Insurance, AD&amp;D, Short Term Disability, Long Term Disability, and Retirement Match

	Fringe Benefit Rate %	30.52%
	Fringe Benefits Total	\$120,061

Revised 7/6/2009



**FORM F-2: TRAVEL Budget Category Detail Form**

Legal Name of Respondent:

Community Health Service Agency, Inc.

Conference / Workshop Travel Costs Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
Community Health HTW Training Seminars	Provide knowledge of program policies and procedures for CHSA's HHSC HTW programs	Austin, Texas	2.5 day / 3 employees	Mileage	\$50
				Airfare	\$800
				Meals	\$100
				Lodging	\$800
				Other Costs	\$105
				Total	\$1,955
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Revised: 7/6/2009

\$1,955

Other / Local Travel Costs					
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

50

**\$1,955**

Revised: 7/6/2009







## FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Community Health Service Agency, Inc.

Description of Item (If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit))	Purpose & Justification	Total Cost
Printing	Printing cost related to HTW Program	\$750
Equipment Maintenance	Maintenance of Equipment	\$1,650
Building Lease	HTW portion of building lease	\$1,850
Utilities	HTW portion of utilities	\$6,500
Janitorial Services	HTW portion of Janitorial services	\$5,334
Exterminating Services	HTW portion of Exterminating services	\$305
Stericycle	HTW portion of Medical Waste Disposal	\$1,222
Document Shredding	HTW portion of Document Shredding	\$183
Memberships	HTW portion of Memberships	\$2,300
Registrations	HTW portion of Registrations	\$2,100
Professional Fees	HTW portion of Professional Fees (ex. Audit)	\$5,800
Staff Training	HTW portion of Staff Training	\$2,000
Recruitment and Retention	HTW portion of Recruitment and Retention	\$3,000
Data Processing	HTW portion of Data Processing	\$15,000
Copying Machine	HTW portion of Copy Machine cost	\$2,200
Postage and Shipping	HTW portion of Postage and Shipping	\$1,850
Advertising	HTW portion of Advertising	\$2,000
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$6,250

Total Amount Requested for Other:

\$60,294

Revised: 7/6/2009

**FORM F-6: OTHER Budget Category Detail Form (Supplemental)**

**Legal Name of Respondent:**

**Community Health Service Agency, Inc.**

[illegible]**Total Amount Requested for Other:**

**\$6,250**

## FORM G: RESPONDENT BACKGROUND

**Legal Business Name of  
Respondent:**

Community Health Service Agency, Inc.

1. Respondent must provide a narrative description of its organization, staff, systems and oversight structure.
2. Reference the instructions on Form G – Respondent Background Guidelines.
3. Respondent's response must not exceed 18 pages.

1. Community Health Service Agency, Inc. (CHSA) is a federally qualified health center funded by Section 330 of the Public Health Service Act. CHSA has a 38-year history of operating under a community-driven model that provides an array of primary care, dental, basic behavioral health, and preventative care services to the low income, uninsured, or medically underserved residents of the mostly rural Texas counties of Hunt, Fannin, Kaufman, Delta and Collin. The health center currently operates six medical sites, one dental site and employs 157 employees including 24 healthcare providers. In 2015, CHSA provided services to 23,565 patients with 70,541 patient visits.

CHSA has a long standing contractual relationship with the Department of State Health Services and has been a Medicaid women's health provider for many years. CHSA is the only provider in most of its service area counties providing medical and dental care on a sliding fee basis. CHSA's Vision, Mission, and Value Statements are as follows: 1) Vision: To be recognized as a healthcare leader by promoting healthy patient outcomes and inspiring our employees toward personal and professional development; 2) Mission: To improve the health and lives of those we serve with a commitment to patient-centered excellence in all that we do; 3) Values: Compassion, honesty, accountability, network, growth, and excellence.

Federally qualified health centers are required by law to have a governing board that is comprised of a majority of patients as well as community members who foster a sense of community ownership and patient buy-in. CHSA is governed by an eleven member Board of Directors, of which 55% are consumers of its healthcare services. The Board make-up closely reflects CHSA's patient demographics therefore taking into account the complex and unique needs of CHSA's diverse patient population. The Board meets monthly and has active members serving on finance, nominating and bylaws/personnel committees and collectively functions as a Quality Assurance Committee. The Board receives monthly/quarterly reports and provides feedback at monthly meetings that are attended by key staff members.

The governing board has appropriate oversight to 1) directly employ, select, dismiss and evaluate the CEO, 2) approve health center budgets, 3) establish all policies and procedures, 4) evaluate health center activities, and 5) assure the health center is in compliance with federal and state laws and regulations. The board of directors provides substantial oversight and guidance over the health center's operations but is not directly involved in day-to-day management.

2. CHSA has been providing healthcare services for Texans in the 2/3 Health Service Region for 38 years. CHSA has the necessary infrastructure to manage and administer women's health services as part of the comprehensive primary care services provided in its current service delivery model. For many years, CHSA has successfully managed state programs such as family planning, breast and cervical cancer screening services, Title V maternal and child health services, primary health care services and expanded primary healthcare services. CHSA has also been a Medicaid and Medicare provider for many years. CHSA currently operates six comprehensive medical delivery sites and one dental site staffed with 157 employees, including physicians, midlevel providers, dentists, dental hygienist, nurses, dental assistants, medical assistants, educators, social workers, eligibility, outreach workers, and various support and ancillary staff. The Chief Executive Officer (CEO), Chief Operating Officer (COO), Chief Financial Officer (CFO), Chief Medical Officer (CMO), Chief Business Development Officer (CBDO), Chief Dental Officer (CDO) and Compliance Officer make up the senior Leadership Team. This team is strong and seasoned with more than 90 years of combined experience in delivering/managing health care to the underserved of north central Texas. This team has a collaborative management approach and consistently works to improve CHSA's clinical delivery system. The senior Leadership Team reports directly to the CEO and the CEO reports directly to the Board of Directors.

The CEO is hired by the Board of Directors and is responsible for the management of day to day operations. Responsibilities include: carrying out the policies and procedures approved by the Board, planning, organizing and directing the activities of CHSA, maintaining the integrity of the health center's mandate and overseeing the transformation of the organization to a patient centered medical home (PCMH) model of care.

The COO oversees clinical operations, nursing staffing, the clinical training department, information technology and is currently leading the organization's PCMH transformation initiative. This initiative is a combined effort of PCMH Recognition and optimizing comprehensive clinical care, which facilitates a culture of continuous improvement and communication across the health center all while working with the CFO to maintain cost/overhead and operational reserves.

The CFO oversees the financial operations of the health center and executes financial policy and procedures under the direction of the CEO. The CFO works closely with the Finance Committee of the Board which reviews all financial operations and reports to the Board monthly. The health center also has an annual independent financial audit that reviews all financial operations and funding sources and is presented to and approved by the Board.

The CMO is responsible for recommending and implementing clinical policies and procedures and overseeing the Quality Improvement Program. Charged with providing leadership in all areas relating to the clinical operations of CHSA, the CMO is also a member of the Medical Operations Committee (MOC) along with the Director of Nursing, Education Coordinator, and Coordinator of Professional Development. The MOC meets monthly and follows the activities of the medical chart

audit teams, providers, OSHA/CLIA activities and credentialing committees. The CMO also chairs the Compliance and Performance Improvement Committee.

The CBDO is responsible for researching and leading new business opportunities, civic engagement, community development and oversees facilities, marketing, outreach and enrollment, and provides indirect assistance with data reporting. In addition to being a direct report to the CEO, this position works collaboratively with the Center's Leadership team and department managers/supervisors and serves as the Center's liaison in the community ensuring the promotion of the mission, vision, value, and strategic goals.

The CDO is responsible for administering, maintaining and expanding a program of primary and preventative dental care which includes compliance with all dental policies and regulations, functioning as the organization's senior Dental executive providing leadership and oversight for all licensed dental personnel, and assuring dental staff are trained in the standards of patient care and scope of dental services provided at the health center.

The Compliance Officer coordinates the compliance, health information and risk management programs, insures compliance with state, federal and other regulatory and accreditation agencies, and serves as the Privacy Officer for the organization.

3. CHSA's resumes/curriculum vitae for the CEO, CFO, CMO/Clinical/Program Director are attached below. The Chief Medical Officer and all CHSA providers are licensed to practice medicine in Texas and undergo a comprehensive credentialing process that is required by the Federal Tort Claims Act (FTCA). FTCA is the federal malpractice liability coverage for the health centers' clinical staff and CHSA is a FTCA covered entity. The Chief Medical Officer's Texas Medical License number is G8941.
4. Women's health and family planning services have been an instrumental part of CHSA's 38 year history and is where CHSA got its start in delivering healthcare services in Hunt County. In its inception, CHSA was a women's health and family planning provider in 1972 before it incorporated into its current structure in 1977 and expanding to comprehensive medical care and ancillary services. CHSA has now been providing women's health services for over forty-three years and still places a large emphasis on these services as women represent 65% of CHSA's patient population. Community needs assessments conducted throughout the years have continually identified significant gaps in women's health services for uninsured and underserved women in CHSA's target population and CHSA has always placed a substantial focus on these services in its strategic planning.

Women's health services are integrated into CHSA's medical delivery system in each of it's health center sites as follows:

- CHSA provides comprehensive healthcare services which include primary and preventative care, prenatal care and delivery, family planning, diagnostic lab and x-ray, health education, social services, translation, pharmacy,

Medicaid eligibility, oral health, basic behavioral health, inpatient care and emergency, and after hours care.

- Primary health care services, including women's health, are provided in-house in all CHSA's medical sites via an array of licensed medical providers including physicians, nurse practitioners, physician assistants, and a nurse midwife who are all CHSA's employees.
- All of CHSA's providers can refer patients into CHSA's women's health specialty practice in Greenville, Texas, if a service is needed that they cannot provide in their local service site or a patient needs access to the OB/GYN physician. Examples of specialty services that are commonly referred to the OB/GYN physician by CHSA's family medicine providers include complicated hormonal conditions as well as conditions that require gynecological surgery. Patients may also be referred for in-office procedures that a particular provider has not been privileged to perform.
- CHSA does not sub-contract any of the women's health services provided.
- CHSA has referral agreements in place for diagnostic lab and imaging that cannot be provided in its health center sites.
- Oversight for all women's health services in each of the CHSA health center sites is provided by the Chief Medical Officer with collaboration from the OB/GYN physician who are both employed by CHSA.
- The OB/GYN physician oversees: 1) development of women's health training for CHSA's staff; 2) creates and implements clinical policies, procedures and protocols for women's health services; 3) and provides consultation to all CHSA providers on women's health care.
- All services are available on a sliding fee scale based on family income and no patient is denied services based on inability to pay.
- CHSA has been a contractor for women's health service programs with the Department of State Health Services and Health and Human Services for many years.

In Hunt County, CHSA has provided a more focused women's health practice through the years that has included prenatal care and delivery in addition to family planning services. CHSA employs its own OB/GYN physician, nurse midwife and family nurse practitioner to provide prenatal care and delivery as well as gynecological services, including family planning and management of chronic diseases with the establishment of a Women's Health Department at Greenville Community Health Center. This Women's Health Department was opened in 2010 in a newly constructed addition to Greenville Community Health Center. This department provides the full array of women's health services which include family planning, prenatal care and delivery, and gynecological services. Both the OB/GYN and nurse mid-wife are privileged at the local county hospital in Hunt County and perform deliveries. The OB/GYN provides surgical procedures both at the hospital and in the health center. These women's health services are currently funded through the Texas Women's Health Program, the Family Planning program, the Children's Health Insurance Program and HRSA Federal 330 health center program.

Prior to the 2011 Texas Legislative Session, CHSA was providing women's health services via the Medicaid Women's Health Program, Title X & XX Family Planning



programs, and HRSA Federal 330 health center program. CHSA also had a free-standing women's health center in Collin County which was supported through Title XX family planning funding from the Department of State Health Services that provided for service expansions in prior years. The Legislative budget cuts to the Title XX program severely impacted CHSA's women's health services as almost 60% of its funding was eliminated. This led to the closing of the free-standing women's health center in Collin County and limited CHSA's ability to provide these services in all of its health center sites which decreased the overall number of women served in its service area counties. CHSA has worked very hard to overcome this temporary set-back and rebuild its women's health services with funding opportunities for these services provided through the Department of State Health Services and Health and Human Services in recent years. This application provides an opportunity for CHSA to continue building its women's health services through improving eligibility and enrollment into the program, providing client and community based educational activities, training and development of staff, and providing direct clinical care for clients deemed presumptively eligible for services; allowing the organization to reach many more uninsured and underserved women who are still in desperate need of women's health services.

5. CHSA is a longtime contractor for state funded grant programs including the Family Planning program, Primary Health Care Program, Breast and Cervical Cancer Screening Program, the Title V Maternal and Child Health Program and the Expanded Primary Health Care Program. CHSA has the necessary management and infrastructure in place with policies and procedures to administer comprehensive health care services as follows:

- Currently operates 6 comprehensive medical delivery sites and one dental delivery site in five counties;
- Has a seasoned, experienced Leadership team at the administrative and clinic level to manage the organization on a day to day basis that consists of finance, information technology, compliance, human resources, nursing, and data management;
- Established policies, procedures, and protocols are in place for personnel, compliance, grant program requirements and clinical processes;
- Facilities have been maintained to assure safety, efficiency, and marketability;
- Class D pharmacies are located at all clinic sites;
- Financial and clinical training staff for training on electronic health and dental records and the practice management system.

CHSA provides the availability of comprehensive health care services to its target population by utilizing the following services directly and for which CHSA pays for and bills appropriately: general primary medical care, diagnostic laboratory, screenings, family planning services, immunizations, well child services, gynecological care, obstetrical care, preventive dental, additional dental services, pharmaceutical services, case management, eligibility assistance, health education, outreach and enrollment, translation, and nutrition services. CHSA also provides screening and diagnostic radiology services, translation services, substance abuse



services, optometry, inpatient hospital care, behavioral health services, coverage for emergencies during and after operational hours, and specialty care by either formal written contract/agreement or formal/informal written referral arrangements.

CHSA has implemented team-based service delivery model and is now recognized as a Patient Center Medical Home by the National Committee for Quality Assurance. This model incorporates care coordination to deliver comprehensive care to CHSA's patient population. This would include case management for diabetes, hypertension, and obesity. CHSA has introduced centralized patient services to further increase patient satisfaction and quality of care. CHSA also offers enabling services that includes: 1) an Outreach and Enrollment program to assist individuals in enrollment in the Marketplace Insurance Exchange as well as other benefits they may qualify for through Your Texas Benefits portal, 2) Translation services, and 3) Social Services to assist individuals with socio-economic concerns. For those that do not have a third party payer source, a sliding fee discount exists so that the target population is able to access care regardless of ability to pay. CHSA's providers and staff are comprehensively trained and equipped to work with the target population and receive feedback through the peer review process, data dashboards, and other clinical outcome reports.

CHSA makes every effort to ensure that patients receive care compatible with their cultural health beliefs and practices and preferred language. CHSA strategically recruits and promotes at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area and provide ongoing education and training in culturally and linguistically appropriate service delivery. CHSA offers and provides language assistance services, including bilingual staff and interpreter services, at no cost to each patient with limited English proficiency at all points of contact, in a timely manner during all hours of operation. CHSA makes available patient-related materials that are easily understood and posts signage in English and Spanish which is representative of the service area population.

CHSA provides access to primary and preventative care, pharmacy, oral health, basic behavioral health as well as appropriate support and enabling services via qualified and credentialed care teams. CHSA has a Chief Medical Officer who is a family practice physician with over 27 years of experience (eight of those in health centers) that provides oversight and guidance to CHSA's other providers. The health center's provider types include two Family Physicians, one Obstetrician and Gynecologist, one Pediatrician, fourteen Nurse Practitioners, two Physician Assistants, one Certified Nurse Midwife, two Dentists, and one Dental Hygienist. Each provider is supported by a care team that is comprised of a mix of nursing staff, medical assistants, and ancillary and support staff.

6. CHSA will not be subcontracting for Healthy Texas Women services or any proposed services in this RFP.

**Position Title:** Chief Executive Officer

**Department:** Administration

**Reports to:** Board of Directors

**Status:** Exempt

**Salary Range:** Commensurate with Experience

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**Purpose of Position:**

The CEO is the chief executive of the Center. S/he is the primary liaison to the health center Board of Directors. Under the Board's direction, s/he represents the organization to the public and must ensure that the duties and goals of the Center are fulfilled. The CEO provides direction and leadership in formulating and achieving the Health Center's philosophy and mission, strategic direction, goals and objectives; identifies and responds to funding opportunities and requirements for the Center; and manages the operations of the Center including supervising all Senior Leadership Team members and overseeing the activities of all Center staff.

**Knowledge, Skills and Abilities**

*Required*

- Strong leadership and management skills
- Strong writing, communication and presentation skills, including the ability to gather, condense, and communicate a great deal of information to both staff and the Board and address differing levels of knowledge among staff and Board members
- Knowledge of non-profit, finance and health care laws and regulations relevant to a health center
- Knowledge of local, state and federal health care environment affecting the Center and ability to follow the changing industry requirements in the health and business arenas
- Grant writing and fundraising skills
- Computer skills with Microsoft Windows and Office Professional (Word, Excel, and PowerPoint), including knowledge of computer technology in a health care setting
- Willingness to travel
- Ability to work flexible hours

**Credentials and Experience**

*Required*

- Bachelor's Degree in Health Services Administration or related field
- Seven (7) years of experience in a health care delivery setting
- Five (5) years' experience in management
- Experience in targeting of health and human services to underserved populations
- Experience in the preparation and development of grant applications to federal, state or private foundations
- Experience reporting to public or private funding agencies

**Supervision of Personnel:**

Compliance Officer, CFO, COO, CMO, Social Worker

**Position Title:** Chief Financial Officer

**Location:** Administration

**Status:** Exempt

**Salary Range:** Commensurate with Experience

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**Purpose of Position:**

The Finance Director is the chief financial officer of the Center. Consistent with community health center requirements, s/he is responsible for directing the Center's financial planning and accounting operations as well as establishing and maintaining the its relationship with lending institutions and the financial community. The Finance Director works closely with all department leaders and key program managers and reports regularly to the Executive Director and to the Board of Directors.

**Knowledge, Skills and Abilities**

*Required*

- Leadership and managerial skills
- Grants management skills
- Computer skills with Microsoft Windows and Office Professional (Word, Excel, and PowerPoint), including knowledge of computer technology in a health care setting
- Willingness to travel
- Ability to work flexible hours

*Preferred*

- Broad-based knowledge of the scope of financial operations of a community health care system, knowledge of management information systems and managed care systems.
- Knowledge of non-profit accounting methods and regulations.

**Credentials and Experience**

*Required*

- Bachelor's Degree in Business Administration with emphasis on accounting
- Five (5) years financial experience
- A minimum of three (3) years healthcare experience and two (2) years in a supervisory capacity
- Experience administering grants
- Experience in mainframe accounting systems and PC based systems

*Preferred*

- Master's Degrees in Finance or the equivalent
- Certification as a Public Accountant (CPA)
- Nonprofit experience
- Health center experience

**Supervision of Personnel:**

Controller, A/R Manager, Outreach Supervisor, Office Manager, Data Management Analyst, CPP Coordinator

**Position Title:** Chief Medical Officer/Medical Director

**Department:** Administration

**Reports to:** CEO

**Status:** Exempt

**Salary Range:** Commensurate with Experience

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**Purpose of Position:**

The Chief Medical Officer (CMO) is appointed by and responsible to the Executive Director as the Medical Director of the community health center and is charged with providing leadership in all areas relating to the clinical operation of the health center. The Chief Medical Officer is responsible for recommending and implementing clinical policies and procedures; supervising he clinical staff in their medical, nursing, and administrative duties; insuring performance improvement in all clinical activities; and acting as an integral part of the management team of the health center.

**Knowledge, Skills and Abilities**

*Required*

- Knowledge of advanced principles of health promotion, prevention and motivation
- Knowledge of protocols in general and an ability to quickly gain specific knowledge of the Center's current operational protocols
- Knowledge of medical terminology and appropriate abbreviations
- Demonstrates knowledge of the Texas Medical Practice Act
- Ability to document, with clarity, all information relevant to a patient's needs
- Ability to effectively present information in small group situations to patients, Center staff, and the general public
- Excellent interpersonal and written communication skills
- Willingness to travel
- Ability to work flexible hours

**Credentials and Experience**

*Required*

- Minimum of five years clinical experience
- Medical degree from an accredited school of medicine
- Completion of an accredited residency program in an appropriate medical specialty
- Current unrestricted license from the Texas Medical Board to practice as a physician in the State of Texas
- Annual continuing medical education as required by Board specialty
- Must be registered and have current DEA, DPS and other such certificates to legally operate a practitioner in the State of Texas
- Current Cardiopulmonary Resuscitation (CPR) for Healthcare Professionals Certification

**Supervision of Personnel:**

Provider Staff, Director of Nursing, QA/QI Coordinator

## FORM H: FUNDING REQUEST AND CLIENTS SERVED

**Legal Business Name of  
Respondent:**

Community Health Services Agency, Inc.

**Funding Requests**

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

1. Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
2. Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
3. Staff development and training related to HTW Fee-for-Service Program service delivery; and
4. Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	\$647,058
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**Clients Served:**

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

**NOTE:** This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Proposed Number of Clinical Clients to be Served:</b>	1,000
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**FORM I: WORK PLAN**

**Legal Business Name of  
Respondent:**

Community Health Service Agency, Inc.

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Respondent must not exceed 4 pages per program component, for a total of 20 pages.

**Program Administration and Management:**

CHSA will assist eligible women with enrollment into the HTW Fee-for-Service Program; provide direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program; provide staff development and training related to HTW Fee-for Service Program service delivery; and provide client and community based educational activities related to the HTW Program.

CHSA will assist all new clients with enrollment into the HTW program when that client deems qualified for the program and is seeking HTW covered services. Services will be rendered to clients that are deemed presumptively eligible. CHSA has 575 clients currently on the Texas Women's Health Program and all new clients enrolled in the program will be provided program covered services. These services will include enhanced education on core family planning services, emphasize preventive health beneficial to reproductive health, and link the client to family planning services and other qualified preventive services. CHSA will provide client and community based educational activities in it's service area. Educational activities will inform the priority population of the HTW program which seeks to improve health outcomes for women by providing eligible women with family planning exams, related health screenings, and a large range of contraception methods with an emphasis on LARC utilization which will reduce the risk of unplanned pregnancies.

The priority population that CHSA will serve includes a five county area in north central and eastern Texas and is comprised of the entirety of Delta, Fannin, Hunt, and Kaufman Counties, and 20 census tracts in eastern Collin County. The characteristics of the priority population targeted for HTW services would:

- Mostly mirror CHSA's current population base, but would differ in that specific focus would be given to women between the ages of 15 years to 44 years who are at or below 200% of poverty, uninsured/underinsured and seeking women's health services;
- Capture uninsured/underinsured women who formerly did not qualify for the Texas Women's Health Program (who are between 185% and 200% FPL) and those displaced from care under the current Expanded Primary Health Care Program (if eligible);
- Target a growing Hispanic population which accounts for 40% of CHSA's current patient population. CHSA continually makes efforts to reach out to this community through its outreach program and is often the only access to healthcare which is accessible and linguistically and culturally sensitive;

- Target a growing number of African Americans in CHSA's patient population which has grown 19% over the last three years (according to Uniform Data System reports). As indicated in state data, 16.1% of African American are uninsured in comparison to 10.8% of non-Hispanic whites. CHSA has had challenges in outreaching to this patient demographic and feels that a more robust outreach and enrollment program will improve the enrollment rates in this population;

CHSA has the necessary management and infrastructure with policies and procedures in place to administer the proposed support services as follows:

- Currently operates 6 comprehensive medical delivery sites in five counties;
- Has a seasoned, experienced Leadership team at the administrative and clinic level to manage the organization on a day to day basis that consists of finance, information technology, compliance, human resources, nursing, and data management;
- Established policies, procedures, and protocols in place for personnel, compliance, grant program requirements and clinical processes;
- Facilities have been maintained to assure safety, efficiency, and marketability;
- Class D pharmacies are located at all clinic sites;
- Financial and clinical training staff for training on electronic health and dental records and the practice management system.
- Outreach and Enrollment staff to provide client and community based education.

CHSA is not currently conducting research on individuals through any HHSC-funded programs.

CHSA's organizational chart is attached below.

The job descriptions for the Chief Medical Officer/Clinical/Program Director, Eligibility and Billing Staff, and Clinicians are attached below.

CHSA currently has a sophisticated information technology system in place that has been maintained and upgraded to meet the growing needs of the organization. CHSA implemented the Nextgen electronic health record in all of its service sites. These electronic records are used to record all patient data and health care related activity during the course of a patient's medical care from the patient's health history, medications, to the codes used in diagnosis and treatment of the patient. Nextgen contains a sophisticated reporting module that allows extensive and specific data to be reported from the system.

CHSA utilizes a Data Analyst who brings a higher skill set to the data management capabilities of the organization and this staff member is responsible for running reports out of the electronic health record in order to accumulate required information for reporting. (Example: Data is collected from NextGen to produce productivity reports and dashboards for each clinic to evaluate performance and for management decisions.) These reports are reviewed by the CFO, Finance Director, and other management staff to assure the accuracy of data, targets are met on program outcomes, and reports are submitted timely.

CHSA's practice management system is designed to accommodate multiple funding source requirements including state grant funding. A patient visit is initiated in the patient management system via the appointment schedule where an encounter is electronically created. The electronic health record system is used to document and code the patient visit. Billing of the visit is then transferred to the practice management system where claims are submitted electronically to the various insurance payers and payments are remitted electronically.

Costs of the fee-for-service and HTW support services will be captured via both the electronic health record and the financial accounting general ledger. Billing for the fee-for-service will be billed via claim form to the Texas Medicaid and Healthcare Partnership and the cost reimbursement for HTW support services will be requested by using a purchase voucher and supporting schedule and billed to DSHS.

CHSA has an accounting system that is designed for non-profit accounting and multiple cost allocations inherent in grant accounting. All costs associated with the support activities related to HTW will be captured and monitored against budget. Transactions are posted to the general ledger through differing subsidiary ledgers dependent on the type of transaction. Internal controls are in place to ensure all transactions are reviewed and approved prior to any cash disbursements and monthly or annual closings. Transactions are organized by ledgers and by grant codes to ensure proper accounting.

The system allows for timely production of financial statements presented to the Board of Directors on a monthly basis and grant accounting required by multiple granting agencies for adherence to program provisions throughout the contract terms.





**Position Title:** Chief Medical Officer/Medical Director

**Department:** Administration

**Reports to:** CEO

**Status:** Exempt

**Salary Range:** Commensurate with Experience

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**Purpose of Position:**

The Chief Medical Officer (CMO) is appointed by and responsible to the Executive Director as the Medical Director of the community health center and is charged with providing leadership in all areas relating to the clinical operation of the health center. The Chief Medical Officer is responsible for recommending and implementing clinical policies and procedures; supervising he clinical staff in their medical, nursing, and administrative duties; insuring performance improvement in all clinical activities; and acting as an integral part of the management team of the health center.

**Knowledge, Skills and Abilities**

*Required*

- Knowledge of advanced principles of health promotion, prevention and motivation
- Knowledge of protocols in general and an ability to quickly gain specific knowledge of the Center's current operational protocols
- Knowledge of medical terminology and appropriate abbreviations
- Demonstrates knowledge of the Texas Medical Practice Act
- Ability to document, with clarity, all information relevant to a patient's needs
- Ability to effectively present information in small group situations to patients, Center staff, and the general public
- Excellent interpersonal and written communication skills
- Willingness to travel
- Ability to work flexible hours

**Credentials and Experience**

*Required*

- Minimum of five years clinical experience
- Medical degree from an accredited school of medicine
- Completion of an accredited residency program in an appropriate medical specialty
- Current unrestricted license from the Texas Medical Board to practice as a physician in the State of Texas
- Annual continuing medical education as required by Board specialty
- Must be registered and have current DEA, DPS and other such certificates to legally operate a practitioner in the State of Texas
- Current Cardiopulmonary Resuscitation (CPR) for Healthcare Professionals Certification

**Supervision of Personnel:**

Provider Staff, Director of Nursing, QA/QI Coordinator

**Position Title:** Eligibility Specialist  
**Reports To:** Clinic Manager  
**Status:** Hourly

**Purpose of Position:**

Employee is responsible for performing financial eligibility assessments according to the program guidelines to determine patient eligibility. Employee will also discuss non-compliant issues with patient and be familiar with all programs and grant guidelines to ensure patients are placed in the appropriate program.

**Essential Functions:**

- Responsible for making multiple attempts to contact patient for appointment confirmation and clearly inform the patient of financial responsibilities.
- Responsible for reviewing that all patient paperwork including demographics, consents and rights are correct, current and in the patient's language of choice.
- Responsible for retrieving new patient/updated paperwork from front office staff and entering information in the electronic patient management system.
- Responsible for assuring financial screening form is current and correct.
- Responsible for assuring Proof of Income is current and documentation of warning letters if needed.
- Responsible for performing financial screening to determine eligibility for Agency programs/grants or Medicaid/CHIP or private insurance.
- Responsible for clear explanation of Agency programs/grants, Medicaid/CHIP eligibility.
- Responsible for scheduling appointment for patient with Outreach & Enrollment staff to assist with enrollment in the Federal Marketplace and other state programs.
- Responsible for assuring all grant screening forms, applications and financials are current and are compliant with grant policies and procedures.
- Responsible for assuring that all new/current cards for third party payers are documented in the patient's chart.
- Responsible for verifying with patient address, phone number and date of birth prior to discussing appointment information.
- Responsible for reviewing the following with the patient:
  - Co-Pays due
  - Past Due Balances
  - Payment Plan Arrangements
  - Any information needed to complete financial process such as proof of income.
- Responsible for assisting front office staff with check in and check out as needed.
- Responsible for performing other duties as assigned by the Clinic Manager and/or AR Manager.

This job description shall include, but is not necessarily limited to, the above duties. Candidate may temporarily perform other duties as assigned to maintain operations and services.

**Knowledge and Skills:**

Ability to understand written and verbal instruction, neatness and efficiency, must be able to communicate well and work effectively with patients and staff

**Education:**

Graduation from an accredited High School or equivalent. Minimum of 1 year medical office experience.

**Qualifications:**

General understanding of medical billing and computer knowledge. Must possess the ability to communicate with patients regarding collections and research, review and understand patient's charts and accounts receivable. A minimum of six months financial intake is preferred. English and Spanish bilingual required.

**Reporting Relationship:**

Directly supervised by the Clinic Manager and indirectly supervised by the AR Manager.

**Position Title:** Staff Physician  
**Reports to:** Medical Director  
**Status:** Exempt

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**Purpose of Position:**

The Staff Physician works as part of the medical provider team providing medical services to the patients of the community health center. In addition, Staff Physicians, unless specifically exempt by the Medical Director, shall be qualified to serve on the active Medical Staff of a local hospital, provide inpatient care services, assume "on call" after hours responsibilities, and supervise community health center PAs or NPs as appropriate. Services may be performed at a CHSA clinic site, nursing home, patient home, or hospital.

**Essential Functions:**

**Patient Relations**

- Obtains complete medical history from patient, and/or family, and/or previous medical records, etc.
- Prescribes medications according to therapeutic goals and explains treatment to patients and families in accordance with TSBMB regulations.
- Teaches and counsels patients and families.

**Staff Relations/Team Building**

- Consults with physicians and other member of the health care team as necessary.
- Performs other necessary duties as required by the community health center to meet the goal of providing primary health care services.
- Provides leadership and education for clinic staff.

**Clinical Duties**

- Provides primary medical care by caring for all patients in accordance with the physician's medical specialty and/ or privileging.
- Develops a plan of care for each patient, including: complete medical history, physical examinations, diagnosis, appropriate treatment and/or referral, including hospitalization where necessary.
- Stresses the importance of preventive health care measures.
- Uses all available resources in diagnosis and treatment, such as laboratory and radiological testing, in an appropriate and cost efficient manner.
- Confers with consulting physicians, nurse, patients, and patient's families concerning treatment and care of patients.
- Refers those cases which require specialist services, but maintains responsibility, assuring that continuity of care is provided.
- Renders emergency care and treatment including cardiopulmonary resuscitation, starting I-V fluids, and medications; sutures lacerations. Performs other minor surgery as privileged.

**Administrative Duties**

- Consults with physicians and other members of the health care team as necessary.

- Complies with CHSA, state, federal policies, procedures, and standards.
- Performs timely chart reviews of physician assistants and nurse practitioners as required.

**Performance Improvement Activities**

- Maintains all patient records to comply with required standards, reviews records regularly, and provides physician counter signature where necessary. Entries in the medical records will be legible and timely.
- Attends all medical staff meetings and participates in the community health center's PI/RM program.

**Safety/Infection Control Activities**

- Complies with OSHA and CLIA regulations

**Reporting Relationships**

The Staff Physician reports to, is supervised by and evaluated by the Medical Director. The Staff Physician may be asked to serve as Physician in Charge at a particular clinic site and as such will supervise the medical team at that site. The Staff Physician may also be asked to supervise a PA or NP.

**Evaluation**

The evaluation of work performance will be ongoing, and will be carried out by the Medical Director. It will include the specific duties and responsibilities of this position description plus employee attitude and general working behavior. Formal evaluations will normally be performed annually, but may be initiated at other times by the Staff Physician or the Medical Director

This job description shall include, but is not necessarily limited to, the above duties. May temporarily perform other duties as assigned to maintain operations and services.

**General Qualification and Requirements:**

- Graduation from an accredited medical school with a degree of Doctor of Medicine or Osteopathy.
- Completion of an approved residency program in a primary care specialty.
- License to practice medicine in the state of Texas
- Certification by the appropriate specialty board. (Must have exam results pending for temporary privileges.)
- The ability to relate with warmth and effectiveness to the patients, staff and other health care providers of the community health center.
- Must be qualified in Basic Life support techniques.
- Ability and willingness to serve on the active medical staff of a hospital used by the community health center.
- Ability to be credentialed by third party reimbursement sources.

**Salary**

The salary for this position is negotiated between the individual and the Executive Director.



### **Quality Assurance/Quality Improvement:**

CHSA's Quality Improvement activities are conducted within the oversight and direction of the Compliance and Performance Improvement (CPI) program which is implemented by the CPI Committee of the health center. This program is pursuant to the Board of Directors that authorizes the evaluation of the quality of medical and health care services provided at the center. The CPI program is designed to align with CHSA's Strategic Plan, and track clinical, operational, financial, and other measures for promoting quality, ensuring patient safety and improving patient care, with an emphasis on HRSA's clinical and financial performance measures. The CPI program is designed to move CHSA toward achieving the Triple Aim in health care by improving health care for individuals and population health at reduced per capita costs. The CPI program is authorized to evaluate medical and health care services, including the evaluation of the qualifications of health care practitioners and patient care rendered by those practitioners. CHSA's CPI program includes clinical measures, standards, and guidelines that are designed to enhance patient care and eliminate or minimize health disparities as required by each of its funding sources. The CPI Committee meets monthly and is comprised of the following members: Chief Executive Officer (CEO), Chief Medical Officer (CMO), Director of Nursing (DON), Chief Operations Officer (COO), Compliance Officer, Quality Improvement Coordinator, Health Education Coordinator, as well as representatives for clinical and support staff. Multiple committees report to CPI on progress towards accomplishments of the goals set forth in the CPI plan.

The CMO is responsible for and provides oversight for the quality improvement activities within the organization. The CMO provides the following: 1) oversees the CPI Committee which ensures the safety and quality of care and services provided to health center patients, 2) coordinates all peer review activities designed to review the content of clinical charts to assure adherence to established standards of care, monitors outcomes as well as quality improvement and risk reduction, and 3) chairs the Medical Operations Committee (MOC) which is responsible for reviewing and updating clinical policies and standing orders and monitoring trends based on data collected from chart audits, patient satisfaction surveys, peer review, and infection control. The CMO directly supervises and works closely with the Quality Improvement Coordinator which is a newly developed role in order to increase quality improvement efforts as CHSA adapts to and prepares for health outcome based incentive plans, reimbursement and reporting. The CMO and the Quality Improvement Coordinator will work to assure that clinical quality measures align with Meaningful Use (MU), Uniformed Data Systems Reporting (UDS), Patient Centered Medical Home (PCMH), Accountable Care Organizations (ACO), the Centers for Medicare and Medicaid (CMS), and Healthy People 2020 (HP 2020) requirements and recommendations. CHSA follows the clinical recommendations of the ISCI and AHRQ guidelines for the standard of care which is overseen by the CMO. The CMO reports monthly to the Board of Directors concerning QI activities.

The CPI Committee receives recommendations from the Board of Directors, other CHSA committees, state and federal requirements and center staff in order to develop the CHSA CPI Program. Recommendations are discussed and prioritized based on patient and staff needs as well as any identified trends requiring attention towards improving the Agency's processes and quality of care. The MOC also monitors quality assurance trends based

upon data collected from clinical record review, peer review, and infection control, providing recommendations and corrective actions. Clinical chart audits have historically been prepared on a quarterly basis by the Director of Nursing, however this review process will be assumed by the new Quality Improvement Coordinator and conducted on a more thorough and broader basis with intent to measure, analyze, implement change and improve clinical outcomes. Peer reviews are completed on a monthly basis by an audit team which is comprised of peer-peer providers at CHSA. Charts are audited from each life cycle, grant source, and by chronic disease. Peer reviews results are reported to the CPI Committee by the CMO. The MOC is responsible for reviewing Incident Reports, including Medication Error Reports (MERS) and Vaccine Adverse Events Reports (VAERS). Trends are analyzed by site and for the entire organization, reporting these to the CPI Committee and the Board of Directors. A system is in place for the MOC to review Incident Reports and define sentinel and adverse events in order to elicit a root cause analysis of the event. These are reported directly to the Chief Executive Officer (CEO). A quarterly report is submitted to the Board of Directors.

Correction and follow-up of findings identified through QI activities such as chart audits, peer reviews, or incident reports are addressed by members of the CPI committee under the directive of the CMO and when applicable under the directive of the Chief Dental Officer. Summary information from clinical record review and peer review as well as recommendations for corrective action will be shared with providers at the provider meetings. The Quality Improvement Coordinator will work in collaboration with the CMO , CPI Committee and COO to adjust policies and procedures to improve outcomes that are measured as needed. The CPI program must track issues to document data collection or studies, summaries of findings, proposed improvements or corrective actions, and then follow up to monitor and assure documented resolutions and improvements or to explore other options. Patient experience surveys are conducted monthly and submitted to the Compliance Officer and to the CPI Committee for review. Recommendations to site clinical leadership are made by the Administrative Leadership Team and/or CPI committee members and may be monitored through the CPI Committee in order for the site's leadership team to develop a corrective action plan. Through incident reporting to CPI, corrective action plans are discussed and implemented based on the incident in the site. Additional training and/or revisions to processes may be done as follow up to the incident and part of the corrective action.

CHSA asks patients to complete patient experience surveys on a monthly basis. This information is sent to the Compliance Officer to collect results, review with leadership at each site and provide results in the monthly staff meetings. The patient experience survey results are shared at the monthly operation meetings with leadership from each site. In addition; this information is used for PCMH recognition status and shared with patients in the site. The CMO provides oversight for the PCMH and CPI committees responsible for disseminating the patient experience survey results to leadership at each site and staff members. This information is shared with the CPI Committee and Board of Directors on a quarterly basis.

A system is in place for the MOC to review incident reports, sentinel events and adverse outcomes in order to elicit a root cause analysis of the event. Adverse outcomes can also come from chart audits and peer review audits. These events are reviewed by the



CMO. Staff incident reports are submitted to the MOC for review and analyzed trends are reported to CPI and the Board of Directors.

The CMO works with the CPI and the MOC committee members to review processes and standing delegation orders at a minimum of an annual basis and make changes as needed in a systematic fashion, consistent with established guidelines and Health Care Plan targets. The CPI and the MOC committees under the direction of the CMO distribute standing delegation orders for review and training at the medical sites.

### **Professional Development:**

CHSA places an emphasis on the competencies of employee knowledge and understanding of HTW Program Services, differing client cultures, and the importance of patient-centered interactive relationships and communication. CHSA will enhance the existing Training and Development Department with the addition of a HTW Training Coordinator who will remain versed in HTW Program Services. The coordinator will serve as an integral component in the development of CHSA employees by utilizing a training curriculum composed of classroom-style lectures, interactive role playing, employee-patient interactive observations, and competency-based testing. The curriculum will be derived from the HTW program requirements and reviewed bi-annually with staff to ensure compliance.

CHSA's current patient population is linguistically and culturally diverse and requires that CHSA staff be equipped to serve patients with competence and sensitivity to their diverse cultures. The HTW Training Coordinator will incorporate additional cultural diversity training into the staff development program to ensure further enhancement of the HTW program. This enhancement will improve employee performance and aid in patient-employee relationships built by trust and empathy.

The staff and job titles below will attend the required HHSC trainings:

- Coordinator of Professional Development: LVN position, currently vacant
- HTW Training Coordinator: Proposed Position-Vacant
- Quality Improvement Coordinator: Cathy Monroe, MA
- Accounts Receivable Manager: Jill Alvarado
- Director of Nursing: Kristina Crawford, RN
- Compliance Officer: Audrey Ketchum
- Chief Financial Officer: Carol Arrington

### **Recruitment:**

CHSA is a TWHF provider and has an outreach and enrollment program that provides outreach and in-reach in CHSA's service area. The department currently consists of an Outreach and Enrollment Coordinator and Outreach and Enrollment Assistants who provide assistance in each service area county. CHSA participates in multiple events where information is disseminated to participants on the services provided by the center and the various programs for which current or potential clients might be eligible. CHSA's staff also speak at local colleges, high schools, churches, civic clubs, and other organizations to inform each community of the services provided, which include women's

health services. In this funding proposal, two additional Outreach and Enrollment Assistants will be added for focused efforts on the target population of HTW. The outreach and enrollment department will also be trained to facilitate enrollment with HTW. Outreach and Enrollment staff will assist patients in applying for the program and will follow-up with eligible patients until enrollment or denial in the program.

CHSA understands that current patients are also a target population for HTW as the FPL has increased compared to the current TWHF guidelines. Eligibility staff and Outreach and Enrollment staff will screen all current patients that present at CHSA's sites and assist in applying for HTW if deemed eligible. CHSA will also utilize data collected through the current patient management system and inform patients that appear to be eligible for the HTW program.

CHSA staff will be trained on the services and eligibility provided under HTW to educate current patients and potential patients on the program. At each outreach and in-reach event, education, including usage of LARC's, will be available. CHSA also has a Family Health and Wellness Training Center at the administrative site where health promotion directly related to HTW will be provided to current and potential patients. The Health Promotion Coordinator will incorporate classes directly related to HTW, including LARC's, into community education classes.

#### **Long-Acting Reversible Contraception (LARC) Usage:**

CHSA currently offers implantable contraceptives as well as intrauterine devices (IUD) at each of CHSA service sites. At least one provider at each of the sites will be trained to provide these LARC method services to clients.

CHSA routinely educates all women on the various methods of birth control available that may be medically appropriate for their contraceptive needs when they present to the health center for a Well Woman Exam, post-partum exam and/or for the purpose of initiating birth control. CHSA staff will present the LARC as a first-line option birth control method when medically appropriate and will incorporate an evidence-based approach to convey information on the high rate of efficacy for LARCs as well as other benefits during this educational component of their exam. In order to aid with patient education and assist with improved patient understanding of LARCs, models/samples of the various LARC methods will be available to staff during patient education in addition to informational brochures and videos. To increase the awareness in the community regarding the availability and benefits of LARCs, CHSA will participate in community outreach activities to educate the target population.

CHSA will have key personnel attend the state provided orientation training for the HTW Program. The HTW Training Coordinator will coordinate and conduct trainings for all clinical staff bi-annually to ensure all staff are knowledgeable on LARCs including the benefits/risks and availability. Additionally, clinical staff will be trained on engaging in patient-centered dialogue with clients regarding their reproductive plans/goals and

assisting them in choosing their preferred birth control method. Providers will be encouraged to attend trainings to become proficient in the insertion of LARC's.

**FORM I: WORK PLAN**

<b>Program Component A</b> <b>Program Administration and Management</b>				
<b>Goals: Coordinate efforts to increase access to Women's Health Services and Family Planning Services</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
1) Develop and implement protocols to assist eligible women with enrollment	1) Assign appropriate staff to develop protocols	1) Protocols will be approved by administration and once approved will be implemented	1) Billing Manager and Outreach and Enrollment Coordinator	1) July 2016
2) Develop and implement protocols to ensure direct clinical care is provided to women deemed presumptively eligible	2) Assign appropriate staff to develop protocols	2) Protocols will be approved by administration and once approved will be implemented	2) Billing Manager and HTW Training Coordinator	2) July 2016
3) Develop and implement protocols on the development and training of HTW fee for service	3) CPI will develop and implement processes while working collaboratively with key committees and department leadership; the processes are disseminated to all staff	3) Chart audits including clinical and financial audits to ensure processes are being followed appropriately and define trends for improvement opportunities to ensure desired outcomes are reached	3) CPI and MOC responsible process develop and implementation; Coordinator for Professional Development responsible for overseeing training for clinical staff members; AR Manager responsible for overseeing the non-clinical staff members	3) July 2016
4) Develop and implement protocols for client and community based education	4) Assign appropriate staff to develop protocols	4) Protocols will be approved by administration and once approved will be implemented	4) Outreach and Enrollment Coordinator and Health Promotion Coordinator	4) July 2016
5) Develop and implement protocols to measure recruitment, assists, outreach activities, promotional activities and increased enrollments in the HTW program	5) Assign appropriate staff to develop protocols	5) Protocols will be approved by administration and once approved will be implemented	5) CFO, Finance Director, Business Development Officer, Outreach Coordinator, Billing Manager, Health Promotion Director	5) July 2016

**FORM I: WORK PLAN**

<b>Program Component B</b> <b>Quality Assurance/Quality Improvement</b>				
<b>Goals: To ensure delivery of quality patient care for HTW participants, as evaluated by the Performance Improvement (PI) Committee</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
A) Provide oversight for work plan development	A) Review and discuss reports from committee members	A) Evaluation of work-plans accomplishing established PI goals	A) Medical Operations Committee (MOC)	A) Monthly
B) Program improvement goals established on an annual basis by the PI Committee	B) Input for PI goals will be received from agency committees, surveys, annual UDS, & healthcare plan	B) CHSA Board of Directors will review for approval on an annual basis	B) PI Committee Members	B) Annual
C) Ensure correction and follow-up to findings identified	C) Peer Reviews will report to MOC who will report trends to PI committee	C) Chart Audits and Peer Review	C) Chief Medical Officer	C) Quarterly
D) Utilize client satisfaction surveys	D) Patients complete satisfaction survey	D) Survey tally results are reported to Medical Director	D) Compliance Officer	D) Monthly
E) Reporting adverse outcomes	E) Staff incident reports submitted to MOC for review	E) Analyzed Trends are reported to PI and CHSA Board	E) MOC	E) On-going
F) Develop Protocols and standing delegation orders	F) Standing orders are distributed for review/training to medical site	F) MOC reviews standing orders & Medical Officer updates	F) MOC and Chief Medical Officer	F) Annually

**FORM I: WORK PLAN**

<b>Program Component C</b> <b>Professional Development</b>				
<b>Goals: Ensure staff are properly trained to provide HTW Program services</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
<b>A) Staff development to ensure HTW services are provided competently and with sensitivity to diverse client cultures</b>	A1) Development of enhanced training curriculum to include HTW Program services	A1) Results of Employee Competency Evaluation	A1) Women's Health Training Specialist	A1) July 2016
	A2) Development and implementation of Employee Competency Evaluation, to include process for corrective action needs	A2) Patient Satisfaction Surveys	A2) Compliance Officer	A2) July 2016
	A3) Medical and financial review of HTW guidelines and patient qualifiers	A3) Audit Patient EHR and EPM records to identify medical and/or eligibility issues are identified and ensure compliance with program guidelines	A3) Accounts Receivable Manager	A3) July 2016
	A4) Continual-based staff training on HTW Program services and guidelines	A4) Employee 360 Survey- results indicating satisfaction of competency and development	A4) Coordinator of Professional Development and Human Resources Manager	A4) July 2016
<b>B) Staff development to ensure HTW services are provided with sensitivity to diverse client cultures.</b>	B1) Review and enhancement of training curriculum to ensure cultural sensitivity in diverse client cultures	B1) Results of Employee Competency Evaluation on cultural awareness.	B1) Women's Health Training Specialist	B1) July 2016
	B2) Continual-based staff training on diverse client cultures.	B2) Patient satisfaction surveys	B2) Compliance Officer	B2) July 2016
	B3) Continual-based staff training on cultural sensitivity.	B3) Employee 360 Survey-results indicating satisfaction of cultural competency training and development	B3) Coordinator of Professional Development and Human Resources Manager	B3) July 2016

**FORM I: WORK PLAN**

<b>Program Component D Recruitment</b>				
<b>Goals: Enhance Community Awareness of the Healthy Texas Women program</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
A) Increase awareness to eligible women of HTW	A) Include HTW information in current outreach activities	A) Process/Plan submitted and approved by administrative staff	A) Outreach & Enrollment Coordinator, Chief Business Development Officer	A) July 2016
B) Develop education classes at Family Health and Wellness Center for HTW	B) Create multiple education programs for HTW education	B) Process/Plan submitted and approved by administrative staff	B) Health Promotions Director	B) July 2016
C) Inform current CHSA patients of HTW	C) Utilize CHSA's patient management system to identify/contact current patients eligible for HTW	C) Process/Plan submitted and approved by administrative staff	C) Outreach & Enrollment Coordinator, Chief Business Development Officer	C) July 2016
D) Develop reporting dashboard to monitor/track progress at events for HTW	D) Create a reporting tool to monitor outreach/in-reach/education	D) Process/Plan submitted and approved by administrative staff	D) Outreach & Enrollment Coordinator, Chief Business Development Officer	D) Sept 2016
E) Develop reporting dashboard to monitor/track assists/enrollments in HTW	E) Create a reporting tool to track assists & enrollments	E) Process/Plan submitted and approved by administrative staff	E) Outreach & Enrollment Coordinator, Chief Business Development Officer	E) Sept 2016

**FORM I: WORK PLAN****Program Component E  
LARC Usage****Goals: Increase access to LARC methods**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
A) Ensure LARC methods are available to HTW clients	A) Establish PARS value for each LARC offered to assist with sufficient ordering of LARC contraceptive	A) Established PARS inventory is maintained to ensure availability	A) Clinic Manager/Practice Manager	A) Weekly
B) Have at least one provider on staff at each site who is trained in LARC insertion	B) Provide LARC insertion training resources	B) Make available to Administration which providers at each clinic are trained	B) Director of Nurses	B) Sept 2016
C) Require contraception counseling training to providers	C) Provide contraception counseling training resources	C) Document attendance	C) Compliance Officer/Director of Nurses	C) On-going
D) Develop on-going measurement of LARC utilization	D) Establish current baseline of Women using LARC's to track performance	D) Retrieve Data from EHR system	D) Data Analyst and CFO	D) Monthly



**FORM J: ASSESSMENT NARRATIVE****Legal Business Name of  
Respondent:**

Community Health Service Agency, Inc.

**Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.**

**Part A**

Multiple data sources and assessments exist for many communities. Respondent is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

<b>Source of Assessment Data</b>	<b>Date of Each Assessment Source</b>
*2010-2014 American Community Survey	2014
**Texas DSHS County Health Facts	2013
***Bureau of Labor Statistics	April 2015
****US Census Quickfacts	2012
*****Texas DSHS Datalist	2014

**Part B**

- CHSA serves a five county area in north central and eastern Texas and is comprised of the entirety of Delta, Fannin, Hunt, and Kaufman Counties, and 20 census tracts in eastern Collin County. The eastern portion of the service area is bordered by the Dallas-Forth Worth Metroplex and the northern portion stretches near the Oklahoma border. These counties are primarily rural with the exception of Collin County which is both urban and rural. Since much of the service area is rural, it is mostly comprised of small cities and towns in addition to many unincorporated communities. The service area has various designations for Health Professional Shortage Areas (HPSA) and Medically Underserved Areas. Four of the five counties have designations for Primary Care and Dental Care, and four of the counties have a designation for Mental Health. The service area is home to 360,334 residents and continues to grow.

General demographic data for the counties that will be served is as follows:

	Hunt County	Collin County	Kaufman County	Delta County	Fannin County
Population:*	87,256	126,995	107,119	5,239	33,775
Population by Age:**					
<5	6.1%	6.2%	6.4%	5.6%	5.4%
5-14	14.1%	16.4%	16.1%	11.7%	12.3%
15-44	38.2%	42.6%	40.2%	32.9%	35.7%
45-64	26.4%	25.6%	25.9%	28.2%	28.0%
65+	15.2%	9.2%	11.4%	21.6%	18.6%
Population by Gender:**					

**Community Health Service Agency, Inc.**

Male	49.3%	49.1%	48.9%	49.1%	53.0%
Female	50.7%	50.9%	51.1%	50.9%	47.0%
Population by Race/Ethnicity:**					
White	72.6%	60.2%	67.9%	83.0%	80.0%
Black	8.2%	8.8%	10.4%	7.3%	6.6%
Hispanic	15.2%	16.1%	18.7%	5.5%	10.3%
Other	3.9%	14.9%	3.0%	4.2%	3.1%

Population statistics are based on 20 census tracts in Collin County (federal service area) and all other data is based on the entire county of Collin County.

General socioeconomic data for the counties that will be served is as follows:

	Hunt County	Collin County	Kaufman County	Delta County	Fannin County
Per Capita Income:**	\$34,491	\$55,520	\$36,325	\$31,172	\$32,728
Below Poverty Level:**	17.9%	7.9%	11.7%	19.2%	19.0%
Uninsured:**	26.4%	16.2%	23%	27.1%	25.4%
Unemployment Rate:***	4.2%	3.3%	3.7%	4.5%	4.0%
Occupational Data:****					
Private Wage/Salary	77%	80%	78%	72%	73%
Government	15%	2%	14%	17%	20%
Self Employed	8%	18%	8%	11%	7%

General description of community-wide health status is as follows:

	Hunt County	Collin County	Kaufman County	Delta County	Fannin County
Infant Death rate per 1,000**	0.0	4.0	0.0	0.0	0.0
Deaths Due to Heart Disease**	222.9	131.8	248.1	0	242.9
Adult Obesity Rate****	28.9%	24%	26.9%	27.5%	25.3%
Adult Diabetes Rate****	9.9%	7.3%	8.3%	10.2%	9.9%
Low Birth Weight**	8.5%	8.0%	9.3%	0%	0%
Deaths Due to Cancer**	211.3	121.5	180.8	0	144.1
Primary Care Physicians*****	2,791:1	1,099:1	3,292:1	Not Reported	4,851:1

- The population served will include a five county area in north central and eastern Texas and is comprised of the entirety of Delta, Fannin, Hunt, and Kaufman Counties, and 20 census tracts in eastern Collin County.

The characteristics of the priority population targeted for Healthy Texas Women services would:

- Mostly mirror CHSA's current population base, but would differ in that specific focus would be given to women between the ages of 15 years to 44 years who are at or below 200% of poverty, uninsured/underinsured and seeking women's health services;
- Capture uninsured/underinsured women who formerly did not qualify for the Texas Women's Health Program (who are between 185% and 200% FPL) and those displaced from care under the current Expanded Primary Health Care Program (if eligible);

- Target a growing Hispanic population which accounts for 40% of CHSA's current patient population. CHSA continually makes efforts to reach out to this community through its outreach program and is often the only access to healthcare which is accessible and linguistically and culturally sensitive;
- Target a growing number of African Americans in CHSA's patient population which has grown 19% over the last three years (according to Uniform Data System reports). As indicated in state data, 16.1% of African American are uninsured in comparison to 10.8% of non-Hispanic whites. CHSA has had challenges in outreaching to this patient demographic and feels that a more robust outreach and enrollment program will improve the enrollment rates in this population

The priority population's health status:

- According to 2015 UDS data, 47% of CHSA's female patients between the ages of 24-64 did not receive cervical cancer screening;
- Physician to patient ratios contribute to limited access for primary care and women's health services in the service area;
- Rural residents are less likely to have employer-provided health care coverage or prescription drug coverage;
- Rural residents are less likely to be covered by Medicaid benefits;
- Rural residents often face barriers to high quality care and report fair or poor health;
- Rural residents face longer distances to reach health care delivery sites;
- Rural residents have fewer visits to health care providers and are less likely to receive recommended preventive care

CHSA served 575 unduplicated clients through the Texas Women's Health Program in the last year with 910 medical visits by those clients. The TWHP population served by CHSA mirrors its patient population detailed in the background information. CHSA provided women's health services along with other preventive health services.

3. CHSA's service area includes a large proportion of socially disadvantaged Texans with health disparities such as socioeconomic status, age, sex, race or ethnicity, and education that contribute to their ability to achieve good health. Many face significant barriers to accessing health care such as financial means to pay for services, transportation, poor health literacy, limited English proficiency and social stigma and privacy concerns related to seeking care in a rural area. For the service area, 15.6% of adults indicate that cost was the reason why they had not received care from a doctor in the past year, which is high compared to the national benchmark of 13.4%. Education levels are positively correlated to income status among residents in the service area. For individuals age 25+, 15.1% in the service area have educations less than a high school diploma, and 29.0% of the target population have less than a high school diploma. In contrast to the national average of 10.3% of persons age 5+ who speak a language other than English at home, 15.7% of people ages five years and over speak a language other than English at home in CHSA's service area.

**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS****Legal Business Name of  
Respondent:**Community Health Service Agency, Inc.**Clinic Site # 1 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS****Legal Business Name of Respondent:**Community Health Service Agency, Inc.**Clinic Site # 2 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS****Legal Business Name of  
Respondent:**Community Health Service Agency, Inc.**Clinic Site # 3 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS****Legal Business Name of  
Respondent:**Community Health Service Agency, Inc.**Clinic Site # 4 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS****Legal Business Name of  
Respondent:**Community Health Service Agency, Inc.**Clinic Site # 5 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>



**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name of Respondent:**

Community Health Service Agency, Inc.

**Clinic Site # 1 of 5****CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.\***

<b>Clinic Name:</b>	Greenville Community Health Center		
<b>Street Address:</b>	4311 Wesley Street	<b>Suite :</b>	
<b>City:</b>	Greenville	<b>County:</b>	Hunt
<b>Zip Code:</b>	75401	<b>HSR:</b>	2/3
<b>Clinic APPOINTMENT Phone #:</b>	903-455-5958		
<b>Clinic PRIMARY Phone #:</b>	903-455-5958	<b>Fax:</b>	903-454-4514
<b>Service Area (counties to be served):</b>	Hunt		
<b>Contact Person:</b>	Carrie Blocker		
<b>Pharmacy License #:</b>	07012	<b>Class:</b>	D
<b>TPI#:</b>	112276402	<b>NPI#:</b>	1528041191
<b>Submission date of Medicaid Application:</b>	N/A		
<b>Subcontractor Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>Mobile Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	8:00	12:00	12:30	5:00	5:00	6:30
<b>TUESDAY</b>	8:00	12:00	1:00	5:00	5:00	7:00
<b>WEDNESDAY</b>	8:00	12:00	12:30	5:00	5:00	6:30
<b>THURSDAY</b>	8:00	12:00	1:00	5:00	5:00	7:00
<b>FRIDAY</b>	8:00	12:00	1:00	5:00		
<b>SATURDAY</b>	8:00	12:00				
<b>SUNDAY</b>						
<b>TOTAL HRS/MONTH</b>	96		84		28	

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name of****Respondent:**

Community Health Service Agency, Inc.

**Clinic Site # 2 of 5****CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.\***

<b>Clinic Name:</b>	Farmersville Family Medical Center		
<b>Street Address:</b>	111 North Johnson Street	<b>Suite :</b>	
<b>City:</b>	Farmersville	<b>County:</b>	Collin
<b>Zip Code:</b>	75442	<b>HSR:</b>	2/3
<b>Clinic APPOINTMENT Phone #:</b>	972-782-6131		
<b>Clinic PRIMARY Phone #:</b>	972-782-6131	<b>Fax:</b>	972-782-7263
<b>Service Area (counties to be served):</b>	Collin		
<b>Contact Person:</b>	Leah Green		
<b>Pharmacy License #:</b>	19852	<b>Class:</b>	D
<b>TPI#:</b>	019052201	<b>NPI#:</b>	1922081561
<b>Submission date of Medicaid Application:</b> N/A			
<b>Subcontractor Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>Mobile Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	8:00	12:00	1:00	5:00		
<b>TUESDAY</b>	8:00	12:00	1:00	5:00	5:00	7:00
<b>WEDNESDAY</b>	8:00	12:00	1:00	5:00		
<b>THURSDAY</b>	8:00	12:00	1:00	5:00	5:00	7:00
<b>FRIDAY</b>	8:00	12:00	1:00	5:00		
<b>SATURDAY</b>						
<b>SUNDAY</b>						
<b>TOTAL HRS/MONTH</b>	80		80		16	

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name of Respondent:**Community Health Service Agency, Inc.**Clinic Site # 3 of 5****CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.\***

<b>Clinic Name:</b>	Kaufman Community Health Center				
<b>Street Address:</b>	101 North Houston Street			<b>Suite :</b>	
<b>City:</b>	Kaufman	<b>County:</b>	Kaufman	<b>Zip Code:</b>	75412 HSR: 2/3
<b>Clinic APPOINTMENT Phone #:</b>	972-932-7001				
<b>Clinic PRIMARY Phone #:</b>	972-932-7001		<b>Fax:</b>	972-932-7007	
<b>Service Area (counties to be served):</b>	Kaufman				
<b>Contact Person:</b>	April Stewart				
<b>Pharmacy License #:</b>	23829	<b>Class:</b>	D		
<b>TPI#:</b>	166628101		<b>NPI#:</b>	1669455101	
<b>Submission date of Medicaid Application:</b> N/A					
<b>Subcontractor Site:</b>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		
<b>Mobile Site:</b>	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No		

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	8:00	12:00	1:00	5:00		
<b>TUESDAY</b>	8:00	12:00	1:00	5:00		
<b>WEDNESDAY</b>	8:00	12:00	1:00	5:00		
<b>THURSDAY</b>	8:00	12:00	1:00	5:00		
<b>FRIDAY</b>	8:00	12:00	1:00	5:00		
<b>SATURDAY</b>						
<b>SUNDAY</b>						
<b>TOTAL HRS/MONTH</b>	80		80			

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name of Respondent:**

Community Health Service Agency, Inc.

Clinic Site # 4 of 5

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.\***

<b>Clinic Name:</b>	Bonham Community Health Center		
<b>Street Address:</b>	920 North Center Street	<b>Suite</b>	:
<b>City:</b>	Bonham	<b>County:</b>	Fannin
<b>Zip Code:</b>	75418	<b>HSR:</b>	2/3
<b>Clinic APPOINTMENT Phone #:</b>	903-583-6155		
<b>Clinic PRIMARY Phone #:</b>	903-583-6155	<b>Fax:</b>	903-583-3158
<b>Service Area (counties to be served):</b>	Fannin		
<b>Contact Person:</b>	Rachel Riemer		
<b>Pharmacy License #:</b>	16759	<b>Class:</b>	D
<b>TPI#:</b>	019055501	<b>NPI#:</b>	1184607723
<b>Submission date of Medicaid Application:</b>	N/A		
<b>Subcontractor Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>Mobile Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	8:00	12:00	1:00	5:00		
TUESDAY	9:00	12:00	1:00	5:00	5:00	6:00
WEDNESDAY	8:00	12:00	1:00	5:00		
THURSDAY	9:00	12:00	1:00	5:00	5:00	6:00
FRIDAY	8:00	12:00	1:00	5:00		
SATURDAY						
SUNDAY						
<b>TOTAL HRS/MONTH</b>	72		80		8	

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name of****Respondent:**

Community Health Service Agency, Inc.

**Clinic Site # 5 of 5****CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate.\***

<b>Clinic Name:</b>	Cooper Community Health Center		
<b>Street Address:</b>	91 West Side Square	<b>Suite :</b>	
<b>City:</b>	Cooper	<b>County:</b>	Delta
<b>Zip Code:</b>	75432	<b>HSR:</b>	2/3
<b>Clinic APPOINTMENT Phone #:</b>	903-395-0586		
<b>Clinic PRIMARY Phone #:</b>	903-395-0586	<b>Fax:</b>	903-395-0589
<b>Service Area (counties to be served):</b>	Delta		
<b>Contact Person:</b>	Kay Martin		
<b>Pharmacy License #:</b>	25969	<b>Class:</b>	D
<b>TPI#:</b>	191774201	<b>NPI#:</b>	1700067253
<b>Submission date of Medicaid Application:</b> N/A			
<b>Subcontractor Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>Mobile Site:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	8:00	12:00	1:00	5:00		
<b>TUESDAY</b>	8:00	12:00	1:00	5:00		
<b>WEDNESDAY</b>	8:00	12:00	1:00	5:00		
<b>THURSDAY</b>	8:00	12:00	1:00	5:00		
<b>FRIDAY</b>	8:00	12:00	1:00	5:00		
<b>SATURDAY</b>						
<b>SUNDAY</b>						
<b>TOTAL HRS/MONTH</b>	80		80		0	

## FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name  
of Respondent:**

Community Health Service Agency, Inc.

All respondents must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. CHSA's Training and Development Department is overseen by the Chief Operations Officer who holds an Associate's degree in Management and has been with CHSA for 29 years. The Director of Nurses works closely with the training department on clinical staff development. The Director of Nurses has an Associate's degree in Nursing, holds a current Registered Nurse license in the state of Texas, has been a nurse for 25 years, and has been employed by CHSA for 14 years.

The Training and Development Department is directed by the Coordinator of Professional Development (LVN) and HTW clinical staff development activities will be conducted by the HTW Training Coordinator (MA). The Chief Financial Officer will oversee the eligibility and billing components of the HTW Program and the Accounts Receivable Manager. The Accounts Receivable Manager, currently holding a Bachelor's Degree and employed at CHSA for 8 years, is the coordinator of staff development for non-clinical tasks. The Financial Trainer works under the direction of the Accounts Receivable Manager and is responsible for non-clinical staff development activities.

2. Eligibility and billing staff at each site, with the exception of pediatrics and dental, will be trained by the Financial Trainer and AR Manager. The Financial Trainer and AR Manager will visit each site to educate staff on the program guidelines and on how to screen each patient, using the screening tool, to determine eligibility for the HTW Program. Eligibility and Outreach & Enrollment staff members will also be trained hands-on, by the Financial Trainer, on how to assist a patient that deems eligible with enrollment into the program via online and/or paper application. In addition to the screening tool, a list of application requirements will be provided to eligibility staff members. Billing staff will be trained on what services can be billed to the HTW Program and the specific guidelines for billing. Training will also be conducted on the process for billing when a patient's eligibility is being determined by the program.
3. Initial comprehensive training will be conducted with face to face presentations with all eligibility, billing, and clinical staff prior to implementation to ensure staff are knowledgeable on all aspects of HTW services. At the conclusion of the initial comprehensive training, employees will comply with competency testing to identify

gaps in knowledge and needs for additional training. Once determined, the additional training will be conducted as indicated by the competency testing.

Any new staff entering employment with CHSA will receive the same comprehensive training and comprehensive assessment. Additionally, the Quality Improvement Coordinator will conduct monthly chart reviews to identify further training needs that may require coordinated or targeted training with the Accounts Receivable Manager and the Coordinator of Professional Development as indicated.

Clinic Managers in each site will also be notified of the Quality Improvement outcomes to further educate managers on required areas of improvement and for the development of corrective action plans to assure employee competency is withheld in regard to HTW Program services.

4. CHSA's supervisors conduct annual performance reviews for all staff members. Quality Improvement chart review outcomes that are shared with managers will be utilized when completing employee performance reviews so that deficiencies and/or successes can be addressed and communicated with the employee. All areas of deficiencies will be monitored by the employee's supervisor in conjunction with the Quality Improvement Coordinator and the Coordinator of Professional Development to identify further training that may be necessary.

**FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR**

**Legal Business Name  
of Respondent:**

Community Health Service Agency, Inc.

Respondent must complete the calendar below listing all staff orientation, training, and in-service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
July 2016	State provided orientation targeting HTW Program guidelines and procedures for eligibility, billing and clinical responsibilities.	State Guided Orientation		Outside Training
July 2016	Initial employee orientation for CHSA employees, targeting HTW Program eligibility and billing guidelines and procedures.	Accounts Receivable Manager Financial Trainer	Within Agency	
July 2016	Initial employee orientation for CHSA employees, targeting HTW Program clinical guidelines and procedures.	Coordinator of Professional Development Clinical Trainer	Within Agency	
July 2016	Initial employee orientation for CHSA employees, targeting cultural sensitivity in diverse client cultures.	Coordinator of Professional Development Clinical Trainer Financial Trainer	Within Agency	
July 2016	Initial employee orientation on long-acting, reversible contraceptive (LARC) practice guidelines.	Coordinator of Professional Development Clinical Trainer	Within Agency	
January 2017	Bi-annual employee orientation on long-acting, reversible contraceptive (LARC) practice guidelines.	Coordinator of Professional Development Clinical Trainer	Within Agency	
January 2017	Bi-annual employee orientation for CHSA employees, targeting	Accounts Receivable Manager	Within Agency	



**Community Health Service Agency, Inc.**

	<b>HTW Program eligibility and billing guidelines and procedures.</b>	<b>Financial Trainer</b>		
<b>As Necessary by Corrective Action</b>	<b>Employee training defined as Corrective Action through outcomes of Quality Improvement review-Clinical findings.</b>	<b>Coordinator of Professional Development</b> <b>Clinical Trainer</b>	<b>Within Agency</b>	
<b>As Necessary by Corrective Action</b>	<b>Employee training defined as Corrective Action through outcomes of Financial Chart Audit review-Eligibility and Billing findings.</b>	<b>Accounts Receivable Manager</b> <b>Financial Trainer</b>	<b>Within Agency</b>	

## FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

**Legal Business Name  
of Respondent:**

Community Health Service Agency, Inc.

The Community Education and Program Promotion Plan which follows is designed to provide a roadmap for conducting community education and program promotion activities relating to Community Health Service Agency, Inc (CHSA) and Healthy Texas Women (HTW) from July 1, 2016 to August 31, 2017.

Such a plan requires the development and implementation of a well-organized, effectively managed program that addresses specific populations. With this in mind, CHSA will:

- Identify and address specific audiences;
- Capitalize on special events and awareness campaigns;
- Identify and support the efforts of other health care, community coalitions, and other community-minded organizations;
- Use branded themes and materials;
- Motivate the public to support increased health improvement initiatives;
- Educate and remind the public about healthy living behaviors;
- Educate current patients and the public about the use of contraceptives, more specifically LARC's;
- Incorporate HTW into community education program;
- Enhance relationships with health and medical communities;
- Provide education and community services;
- Provide in-reach for current patients.

Thus, the purpose of this plan is to provide a coordinated effort in improving the health of patients and the community with HTW, as well as promoting the health center -- its mission, services and programs.

### Overall Goal

To increase awareness, understanding and appropriate utilization of CHSA and HTW among patients, affiliated providers, other organizations, and the community at large.

### Supporting Objectives

- Build on unique image and identity
- Increase overall awareness of services
- Increase outreach presence
- Promote positive relationships
- Educate the community
- Increase in-reach for current patients
- Incorporate HTW services into community education

## **Target Audience**

- Patients currently served by CHSA including, but not limited to:
  - Current TWHP patients
  - Self-Pay patients
- The medically underserved residents in the community including, but not limited to:
  - Uninsured, low-income residents
  - Other high-risk groups
- Area hospitals, health providers and other referral sources
- Community organizations
- Media sources
- Social Media

## **Key Messaging**

- CHSA provides services to any and all people who seek convenient and affordable access to care.
- CHSA provides comprehensive health services, including preventive care. In addition, CHSA offers health education, behavioral health, community outreach, and support programs.
- CHSA provides individualized, compassionate and family-centered care.
- CHSA is local, non-profit and governed by a community board of directors who are representative of the patients we serve.
- CHSA offers Healthy Texas Women as a program for women (based on eligibility).
- CHSA offers many contraceptive methods, some of which are LARC's.

## **Methods & Mediums**

Successful community education and program promotion need to reach target audiences from different angles. With this in mind, this plan will utilize the following methods and mediums throughout the course of the contract term.

- **Mass Media Advertising**

Even now, with all the changes in media consumption, conventional mass media still remains a cost efficient way to reach large numbers of people with consistent messages. While mass media will vary in each campaign, there are specific vehicles that will serve as cornerstones to the advertising mix.

Ways in which we'll use mass media include:

- Newspapers and/or other print publications
  - Brochures/Fliers
  - Radio stations
- **Non-Traditional Media**

Non-traditional media can have enormous impacts on social attitudes and behaviors relating to health.

When it comes to non-traditional media, it is important to be unique and evoke emotions.

Ways in which we'll use mass media include:

- Facebook
- Google ads

- Collateral Materials

There are also situations where audiences need more information on what is offered, and therefore will offer audiences print materials or web resources which go into more depth.

With this in mind, CHSA will develop and provide the following collateral materials:

- Printed materials (e.g., fact sheet/FAQ, brochure, etc.)
- Display booth and/or retractable banner(s)

- Community Relations

As part of the plan, CHSA will proactively pursue opportunities to work with others.

- Partnerships  
We will build upon existing partnerships and forge new alliances to support and facilitate conferences, meetings and community events.
- Events  
We will continue to support stakeholder events across the region. This involves collaborating with stakeholders to successfully promote key messages at events, operations and activities.

- Stakeholder Relations

The commitment of stakeholders is crucial to our overall plan. This is true specifically in health care given the potential for stakeholders and partners to extend our messages, and to reach and influence target segments. Building strong, productive relationships with stakeholders will support the success of the community education and program promotion plan.

Through this relationship building, the following tools will be utilized:

- Building a stakeholders list, including lists for individual topics.

- Investing time, attention and resources into managing stakeholder relations – cultivating and nurturing them over time.
  - Providing stakeholders with tools necessary to communicate relevant messages. Examples of these tools include communications resource toolkits, presentations, face-to-face meetings, and regular information updates.
  - Encouraging stakeholders to be involved in our community, attend meetings and seek opportunities to educate community members about CHSA and HTW.
  - Strengthening relationships with like-minded organizations and services.
  - Collaboration on community education programs.
  - Providing stakeholder consultation to allow an opportunity to share information and perspectives for valuable buy-in, which will contribute to the effectiveness of HTW.
- Other Communications Tools
    - Community Education  
To further educate the community to support the program.
    - Collateral Materials  
To build awareness and support the campaign, messages, posters. Brochures may be placed at key public places or high profile events.
    - Websites  
Utilize CHSA's website and other existing websites for link placement, as well as to distribute key information.
    - Distribution lists  
Develop and maintain accurate up-to-date databases for media, school, industry and other key contacts.
    - Presentations  
Topic-specific presentations can be tailored to key audiences.

### **Internal Communications**

CHSA will work with providers and staff to inform and involve them in the efforts. To be truly effective, this promotion/education needs to be an organizational-wide initiative, with the full support and participation by all team members.

### **Research & Evaluation**

- Research  
Research will also be utilized in support of social marketing efforts, including:
  - Creative strategy testing – for example, conducting focus group sessions.
  - Leveraging existing data and qualitative findings for advance planning.

- Establishing baseline campaign awareness and post campaign tracking – thus measuring the impact on awareness, attitudes and utilization.
  - Learning about contributing factors to successful campaigns, such as examining elements that impacted outcome.
- Evaluation  
Evaluate the campaign using patient and public response, number of new patients, community receptiveness/response, media impressions and other factors as available. Note successes and lessons learned for future planning purposes.

FORM M-1: COMMUNITY EDUCATION/PROGRAM PROMOTION CALENDAR

**Planned Activities to Reach Potential Clients:**

**Interagency Network Meeting**

Monthly

Hunt County

Approximately 50-100 organizations reached

Topic: Connecting with organizations in Hunt County, informing them of our services and promoting HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Outreach/Collaboration**

Monthly

Hunt County

Approximately 2 New organizations reached and informed

Topic: Connecting with new organization, giving them HTW promotional items for our services and locations

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Presentation**

Monthly

Hunt County

Approximately 2 organizations/civic clubs receiving presentations

Topic: Give an presentation about HTW's services and other CHSA's services

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Outreach/Collaboration**

Monthly

Delta County

Approximately 2 New organizations reached and informed

Topic: Connecting with new organization, giving them HTW promotional items for our services and locations

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Presentation**

Monthly

Delta County

Approximately 2 organizations/civic clubs receiving presentations

Topic: Give an presentation about HTW's services and other CHSA's services

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Outreach/Collaboration**

Monthly

Collin County

Approximately 2 New organizations reached and informed

Topic: Connecting with new organization, giving them HTW promotional items for our services and locations

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Presentation**

Monthly

Collin County

Approximately 2 organizations/civic clubs receiving presentations

Topic: Give an presentation about HTW's services and other CHSA's services

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Outreach/Collaboration**

Monthly

Fannin County

Approximately 2 New organizations reached and informed

Topic: Connecting with new organization, giving them HTW promotional items for our services and locations

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Presentation**

Monthly

Fannin County

Approximately 2 organizations/civic clubs receiving presentations

Topic: Give an presentation about HTW's services and other CHSA's services

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Outreach/Collaboration**

Monthly

Kaufman County

Approximately 2 New organizations reached and informed

Topic: Connecting with new organization, giving them HTW promotional items for our services and locations

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Presentation**

Monthly



**Kaufman County**

Approximately 2 organizations/civic clubs receiving presentations

Topic: Give an presentation about HTW's services and other CHSA's services

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Outreach Update**

July 2016/August 2016

Hunt County

All current collaborative organizations

Topic: Give updated HTW promotional items to all current collaborative organizations

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Outreach Update**

July 2016/August 2016

Delta County

All current collaborative organizations

Topic: Give updated HTW promotional items to all current collaborative organizations

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Outreach Update**

July 2016/August 2016

Collin County

All current collaborative organizations

Topic: Give updated HTW promotional items to all current collaborative organizations

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Outreach Update**

July 2016/August 2016

Fannin County

All current collaborative organizations

Topic: Give updated HTW promotional items to all current collaborative organizations

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Outreach Update**

July 2016/August 2016

Kaufman County

All current collaborative organizations

Topic: Give updated HTW promotional items to all current collaborative organizations

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Hunt County Friend to Friend Event: Breast Cancer Awareness Event**

July 2016

Hunt County

Approximately 10-20 organizations reached

Topic: CHSA will have a table displaying HTW's promotional items and/or CHSA's flier

Presenter: Coordinator of Social Services

**National Health Center Week Events**

August 2016/2017

Greenville, Cooper, Farmersville, Kaufman and Bonham, Texas

Approximately 1000 people reached

Topic: CHSA celebrates National Health Center Week by going to each location promoting services including HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Back to School Fair: Quinlan ISD**

August 2016/2017

Quinlan, Texas

Approximately 100-200 people reached

Topic: CHSA will have a table displaying all our services including HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Tools for Schools**

August 2016/2017

Greenville, Texas

Approximately 400-500 people reached

Topic: CHSA will have a table displaying all our services including HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Back to School Resource Fair: Greenville ISD**

August 2016/2017

Greenville, Texas

Approximately 500-600 people reached

Topic: CHSA will have a table displaying all our services including HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**GNCA Back to School Extravaganza**

August 2016/2017

Greenville, Texas

Approximately 50-100 people reached

Topic: CHSA will have a table displaying all our services including HTW program

**Presenter:** Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Back to School Fair: Bonham ISD**

August 2016/2017

Bonham, Texas

Approximately 100-200 people reached

Topic: CHSA will have a table displaying all our services including HTW program

**Presenter:** Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Update Your Network: Texas A&M Commerce**

August 2016/2017

Commerce, Texas

Approximately 200-300 people reached

Topic: CHSA will have a table displaying all our services including HTW program

**Presenter:** Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Education Program**

August 2016

Greenville, Texas

Approximately 20 CHSA patients/or community members educated

Topic: Participants will be educated on the Long-Acting Reversible Contraceptive (LARC) option including benefits to using the LARC method of contraception

**Presenter:** Dr. AnnMarie Ledley and Kristina Crawford

**Rally Round Greenville**

September 2016

Greenville, Texas

Approximately 200-300 people reached

Topic: CHSA will have a table displaying all our services including HTW program

**Presenter:** Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Commerce Bois d'Arc Bash**

September 2016

Commerce, Texas

Approximately 100-200 people reached

Topic: CHSA will have a table displaying all our services including HTW program

**Presenter:** Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Fannin County Friend to Friend Event: Breast Cancer Awareness Event**

September 2016

Fannin County

Approximately 10-20 organizations reached

Topic: CHSA will have a table displaying HTW's promotional items and/or CHSA's flier

Presenter: Coordinator of Social Services

**Community Education Program**

September 2016

Greenville, Texas

Approximately 20 CHSA patients/or community members educated

Topic: Participants will be educated on the importance of a heart healthy lifestyle and building healthier lives

Presenter: American Heart Association

**Chiggerfest**

October 2016

Cooper, Texas

Approximately 200-300 people reached

Topic: CHSA will have a table displaying all our services including HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Scarecrow Festival**

October 2016

Kaufman, Texas

Approximately 150-250 people reached

Topic: CHSA will have a table displaying all our services including HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Old Time Saturday**

October 2016

Farmersville, Texas

Approximately 200-300 people reached

Topic: CHSA will have a table displaying all our services including HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Hunt County Interagency Network Meeting- School Special**

October 2016

Greenville, Texas

Approximately 100-150 people reached

Topic: CHSA will have a table displaying all our services including HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Education Program**

October 2016

Greenville, Texas

Approximately 20 CHSA patients/or community members educated

Topic: Participants will be educated on the importance of annual screenings for cancer, with an emphasis on breast and cervical cancers.

Presenter: Lakeye Hurd with the American Cancer Society

**Community Education Program**

November 2016

Greenville, Texas

Approximately 20 CHSA patients/or community members educated

Topic: Participants will be educated on the importance of healthy eating the effects on the body of unhealthy food choices

Presenter: Hunt Regional Medical Center Nutritionist and/or Dietician

**Community Education Program**

December 2016

Greenville, Texas

Approximately 20 CHSA patients/or community members educated

Topic: Participants will be trained by a certified fitness expert on the beginning phases of establishing a fitness routine, along with the benefits of exercise

Presenter: Cheryl Poe

**Health Advisory Luncheon**

December 2016

Bonham, Texas

Approximately 15-20 organizations reached

Topic: Connecting with organizations in Fannin County, informing them of our services and promoting HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Education Program**

January 2017

Greenville, Texas

Approximately 20 CHSA patients/or community members educated

Topic: Participants will be educated on the Long-Acting Reversible Contraceptive (LARC) option including benefits to using the LARC method of contraception

Presenter: Dr. AnnMarie Ledley and Kristina Crawford

**Commerce ISD Health and Safety Fair**

February 2017

Commerce, Texas

Approximately 50-75 people reached

Topic: CHSA will have a table displaying all our services including HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Education Program**

February 2017

Greenville, Texas

Approximately 20 CHSA patients/or community members educated

Topic: Participants will be educated on the importance of a heart healthy lifestyle and building healthier lives

Presenter: American Heart Association

**Community Education Program**

March 2017

Greenville, Texas

Approximately 20 CHSA patients/or community members educated

Topic: Participants will be educated on the importance of annual screenings for cancer, with an emphasis on breast and cervical cancers.

Presenter: Lakeye Hurd with the American Cancer Society

**Kaufman Business Expo**

April 2017

Kaufman, Texas

Approximately 50-75 people reached

Topic: CHSA will have a table displaying all our services including HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Helen Edwards Round Up-Pre-K & Kindergarten Registration**

April 2017

Kaufman, Texas

Approximately 75-100 people reached

Topic: CHSA will have a table displaying all our services including HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Education Program**

April 2017

Greenville, Texas

Approximately 20 CHSA patients/or community members educated

Topic: Participants will be educated on the importance of healthy eating the effects on the body of unhealthy food choices

Presenter: Hunt Regional Medical Center Nutritionist and/or Dietician

**YMCA Healthy Kids Event**

May 2017

Greenville, Texas

Approximately 50-75 people reached

Topic: CHSA will have a table displaying all our services including HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Health Advisory Luncheon**

May 2017

Bonham, Texas

Approximately 15-20 organizations reached

Topic: Connecting with organizations in Fannin County, informing them of our services and promoting HTW program

Presenter: Outreach and Enrollment Coordinator and/or Outreach and Enrollment Assistants

**Community Education Program**

May 2017

Greenville, Texas

Approximately 20 CHSA patients/or community members educated

Topic: Participants will be trained by a certified fitness expert on the beginning phases of establishing a fitness routine, along with the benefits of exercise

Presenter: Cheryl Poe

**Community Education Program**

August 2017

Greenville, Texas

Approximately 20 CHSA patients/or community members educated

Topic: Participants will be educated on the Long-Acting Reversible Contraceptive (LARC) option including benefits to using the LARC method of contraception

Presenter: Dr. AnnMarie Ledley and Kristina Crawford

**Section 3 – Value-added Benefits**

CHSA does not have any services or deliverables that will be performed at no additional cost to HHSC.



**Section 4 – Assumptions**

**CHSA has no assumptions that underlie the respondent's response to the business proposal.**

**Section 5 - Appendices**

**APPENDIX E: Healthy Texas Women Certification**

**Legal Business Name of  
Respondent:**

Community Health Service Agency, Inc.

This certification pertains to the following billing or performing provider:

Provider Name Community Health Service Agency, Inc.

Federal Tax ID Number 75-1528614

NPI Number 1528041191

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address P.O. Box 1908

Street Address City/State/Zip Code Greenville, Texas 75403

Telephone Number 903-455-5986

Provider's primary physical address:

Street Address 4500 Wesley Street

Street Address City/State/Zip Code Greenville Texas 75401

Telephone Number 903-455-5986

**DEFINITIONS**

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Michelle Carter. I am the provider or, if the provider is an organization, I am the provider's (title or position) Chief Executive Officer. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
  - a. I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
  - a. I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
  - a. I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - 1) All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - 2) The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - 3) None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - 4) I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.
    - a. I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
  - a. I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

1. If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
2. If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
3. If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
4. If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
5. If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a. HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b. HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c. I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
6. If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Community Health Service Agency, Inc.

Page 3 of 4

Effective Date of Certification July 1, 2016 through 12/31/2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

7 Terminate HTW certification

Signature: \_\_\_\_\_

*Michelle Carter*

Printed Name: Michelle Carter

Title: Chief Executive Officer

Date: \_\_\_\_\_

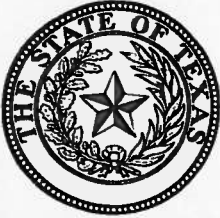
*4/29/2016*

Section 6 – HUB Subcontracting Plan

HUB subcontracting plan is included in a separate sealed envelope with this RFP submission.

Section 7 – Certifications and Other Required Forms contained in Appendix D





**State of Texas**  
**Health & Human Services Commission**  
**Child Support Certification**

## I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

## II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## III.

As required by Section 231.006, the undersigned certifies the following:

***"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."***

Signature

*Michelle Carter*  
 \_\_\_\_\_

Printed Name

Title

CEO

Date

4/29/2016

# Community Health Service Agency, Inc.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

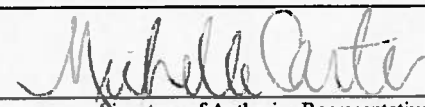
☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
 Signature of Authorize Representative	4/29/2016 Date	Printed/Typed Name and Title of Authorized Representative MICHELLE CARTER, CEO

**Community Health Service Agency, Inc.**  
**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

**Required Certifications**

*Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.*

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 180 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
  - the intention to submit a proposal;
  - the methods or factors used to calculate the prices proposed; or
  - the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
  - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
  - HHSC's procurement rules, procedures, and processes;
  - HHSC's use of the evaluation methodology and process described in RFP Section 5;
  - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
  - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.

Community Health Service Agency, Inc.

HUB Rev. 2/09/07

HSC RFP No.: RFP No. 529-16-0094

Respondent Name: Community Health Service Agency, Inc.

8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.
10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
15. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
16. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
17. The respondent acknowledges all addenda and amendments to the RFP.

  
Signature

Michelle Carter  
Printed Name

CEO  
Title

4/29/2016  
Date

# Community Health Service Agency, Inc.

## CERTIFICATION REGARDING FEDERAL LOBBYING (Certification for Contracts, Grants, Loans, and Cooperative Agreements)

### PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

### TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☒ No

Name of Contractor/Potential Contractor <i>Michelle Carter</i>	Vendor ID No. or Social Security No. <i>75-152 8614</i>	HHSC Contract No. (if applicable)
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Name of Authorized Representative (type or print) <i>Michelle Carter</i>	Title <i>CEO</i>
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Signature--Authorize Representative

Date

*4/29/2016*

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION**  
**ANTI-TRUST CERTIFICATION****STATE OF TEXAS****COUNTY OF TRAVIS**

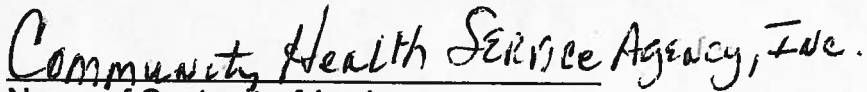
CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.



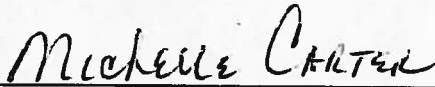
Authorized signature



Name of Contractor/Vendor

4/29/2016

Date



Printed Name of Individual

CEO

Title of Individual

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.



**Respondent Information and Disclosures**

*Instructions: This form must be submitted as an attachment to the respondent's proposal.*

**Part 1: General Respondent Information.**

1. Organization's Legal Name: Community Health Service Agency, Inc.
2. Doing Business As: Community Health Service Agency, Inc.
3. Physical Address: 4500 Wesley Street, Greenville, TX 75401
4. Mailing Address: PO Box 1908, Greenville, TX 75403
5. Taxpayer Identification Number: 75-1528614
6. Legal Status (check one): ☐ For-profit Entity ☒ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity
11. CISV Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

**Part 2: Respondent Contact Information.**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Person Who Will Sign the Contract:</li> <li>Name: Michelle Carter</li> <li>Title: Chief Executive Officer</li> <li>Mailing Address: PO Box 1908<br/>Greenville, TX 75403</li> <li>Telephone: 903-455-5986</li> <li>Fax: 903-454-4621</li> <li>E-mail: mcarter.chsa@tachc.org</li> </ol> | <ol style="list-style-type: none"> <li>2. Primary Contact for Proposal Questions:</li> <li>Name: Michelle Carter</li> <li>Title: Chief Executive Officer</li> <li>Mailing Address: PO Box 1908<br/>Greenville, TX 75403</li> <li>Telephone: 903-455-5986</li> <li>Fax: 903-454-4621</li> <li>E-mail: mcarter.chsa@tachc.org</li> </ol> |
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**Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.**

1. Organization's Legal Name: \_\_\_\_\_
2. Doing Business As: \_\_\_\_\_
3. Physical Address: \_\_\_\_\_
4. Mailing Address: \_\_\_\_\_

Community Health Service Agency, Inc.

5. Taxpayer Identification Number: \_\_\_\_\_
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: \_\_\_\_\_
2. Job title at termination of state employment: \_\_\_\_\_
3. Date of termination of state employment: \_\_\_\_\_
4. Annual rate of compensation at termination: \_\_\_\_\_
5. Description of job responsibilities while state employee: \_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☒ No

**Part 5: Conflicts of Interest. Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.**

N/A

**Part 6: Litigation.** *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

[illegible]

**Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.**

N/A

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Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA):** *Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.*

1. Proposal Section: \_\_\_\_\_
2. PIA Exception\*: \_\_\_\_\_
3. Explanation of Why the Exception Applies: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No



## HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252 the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 1 TAC §111.13 are: *11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.*

### -- Agency Special Instructions/Additional Requirements --

#### SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: Community Health Service Agency, Inc. State of Texas VID # 75-1528614  
 Point of Contact: Michelle Carter Phone #: 903-455-5986
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Solicitation # RFP No. 529-16-0094

#### SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 1 TAC §111.12, a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portion(s) of the contract.  
 (If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- ☒ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.  
 (If No, complete SECTION 9 and 10.)

Line Item #- Subcontracting Opportunity Description	Line Item #- Subcontracting Opportunity Description
( #1) -	(#11) -
( #2) -	(#12) -
( #3) -	(#13) -
( #4) -	(#14) -
( #5) -	(#15) -
( #6) -	(#16) -
( #7) -	(#17) -
( #8) -	(#18) -
( #9) -	(#19) -
(#10) -	(#20) -

\*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.tbpc.state.tx.us/hub/forms/index.html>.

Enter your company's name here: Community Health Service Agency, Inc.Solicitation # RFP No. 529-16-0094

**IMPORTANT:** You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.tbpc.state.tx.us/hubforms/index.html>.

**SECTION 3 - SUBCONTRACTING OPPORTUNITY**

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION 4 - MENTOR-PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

**SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY**

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

**SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www.tbpc.state.tx.us/cmb/cmbhub.htm>, and its HUB Directory, found at <http://www.tbpc.state.tx.us/cmb/hubonly.html>, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.tbpc.state.tx.us/hub/minoritywomenbuslinks.htm>. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

**SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY**

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

**SECTION 8 - SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	%	\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

\*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

\_\_\_\_\_  
\_\_\_\_\_

Enter your company's name here: Community Health Service Agency, Inc.Solicitation # RFP No. 529-16-0094**SECTION 9 - SELF PERFORMANCE JUSTIFICATION**

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- ☐ - Yes If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- ☒ - No If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

CHSA is a member of the Texas Association of Community Health Centers (TACHC). One of the benefits of TACHC is utilizing their group purchasing services. TACHC develops an RFP for contracts with pharmaceutical and laboratory companies. HUB vendors are included in the RFP process. CHSA intends to utilize these group purchasing arrangements as part of the Healthy Texas Woman program to achieve lower cost through economies of scale.

**SECTION 10 - AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.tbpc.state.tx.us/hubbid/forms/index.html>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Michelle Carter Michelle Carter

CEO4/29/2016

HSP Rev 9/05

Community Health Service Agency, Inc.

Signature

Printed Name

Title

Date

Page 3

HSP Rev 9/05





HHS Enterprise Data Use Agreement - Attachment 2  
 SECURITY AND PRIVACY INITIAL INQUIRY (SPI)  
 Email: [InfoSecurity@hhsc.state.tx.us](mailto:InfoSecurity@hhsc.state.tx.us)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

**SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)**

<b>1. Entity or Applicant/Bidder Legal Name</b>	<b>Legal Name:</b> Community Health Service Agency, Inc. <b>Address:</b> PO Box 1908 <b>City:</b> Greenville <b>State:</b> TX <b>ZIP:</b> 75403 <b>Main Telephone #:</b> 903-455-5986 <b>Website:</b> <a href="http://www.completemedicalhome.org">www.completemedicalhome.org</a>
<b>2. Number of Employees, at all locations, in Applicant Bidder's Workforce</b> "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	<b>Total Employees:</b> 157
<b>3. Number of Subcontractors</b> (If Applicant/Bidder will not use subcontractors, enter "0")	<b>Total Subcontractors:</b> 0
<b>4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder</b> (Privacy and Security Official may be the same person.)	<b>A. Security Official:</b> <b>Name:</b> Michelle Carter <b>Address:</b> PO Box 1908 <b>City:</b> Greenville <b>State:</b> TX <b>ZIP:</b> 75403 <b>Telephone #:</b> 903-455-5986 <b>Email Address:</b> <a href="mailto:mcarter.chsa@tachc.org">mcarter.chsa@tachc.org</a> <b>B. Privacy Official:</b> <b>Name:</b> Michelle Carter <b>Address:</b> PO Box 1908 <b>City:</b> Greenville <b>State:</b> TX <b>ZIP:</b> 75403 <b>Telephone #:</b> 903-455-5986 <b>Email Address:</b> <a href="mailto:mcarter.chsa@tachc.org">mcarter.chsa@tachc.org</a>
<b>5. HHS Agency Information</b> Provide the following information if known.	
<b>Contract Mgr:</b> <input type="text"/>	<b>Email Address:</b> <input type="text"/> <b>Agency:</b> <input type="text"/>
<b>Telephone #:</b> <input type="text"/>	<b>Requesting Dept:</b> <input type="text"/> <b>PO/Contract #:</b> <input type="text"/>

# Community Health Service Agency, Inc.

<b>6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA))</b> Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d)
<b>a. Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives.	
<b>b. Servers.</b> Number of Servers that are not in a data center or using Cloud Services.	
<b>c. Cloud Services.</b> Number of Cloud Services in use.	
<b>d. Data Centers.</b> Number of Data Centers in use.	
<b>7. Number of unduplicated Individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:</b>	Select Option
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input type="radio"/> a. <input type="radio"/> b. <input checked="" type="radio"/> c. <input type="radio"/> d.
<b>8. HIPAA Business Associate Agreement</b>	Yes or No
<b>a.</b> Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>b.</b> Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>9. Subcontractors.</b> If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
<b>a.</b> Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>b.</b> Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>10. Does Applicant/Bidder have any Optional Insurance currently in place?</b> Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No

## Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline</u>	<u>Compliance Date:</u>
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline</u>	<u>Compliance Date:</u>



**Community Health Service Agency, Inc.**

<b>f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<p>k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

<b>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</b> "Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline</u>	<u>Compliance Date:</u>
<b>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline</u>	<u>Compliance Date:</u>
<b>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline</u>	<u>Compliance Date:</u>
<b>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</b>	
<b>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</b>	<input type="checkbox"/> <b>No Electronic Systems</b>
<b>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline</u>	<u>Compliance Date:</u>
<b>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline</u>	<u>Compliance Date:</u>




<b>3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

# Community Health Service Agency, Inc.

<p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (<b>FIPS 140-2 encryption*</b> preferred.)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (<b>FIPS 140-2 encryption*</b> preferred.)</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>* For more information regarding FIPS 140-2 encryption products, refer to: <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val_all.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val_all.htm</a></p>	



Community Health Service Agency, Inc.

<b>14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
Action Plan for Compliance with a timeline:	Compliance Date:
<b>15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
Action Plan for Compliance with a timeline:	Compliance Date:
<b>16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
Action Plan for Compliance with a timeline:	Compliance Date:
<b>17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
Action Plan for Compliance with a timeline:	Compliance Date:
<b>18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
Action Plan for Compliance with a timeline:	Compliance Date:
<b>Section D: Signature and Submission</b>	
Please sign the form digitally, if possible; if you can't, provide a handwritten signature.	
Signature: 	Date: <b>Apr 29, 2016</b>
To submit the completed, signed form, do one of the following: • Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.) • Attach it to an email to <a href="mailto:InfoSecurity@hhsc.state.tx.us">InfoSecurity@hhsc.state.tx.us</a> . <div style="border: 1px solid black; padding: 2px; display: inline-block;">Submit by email</div>	

# **Attachment E – Grantee UTC**

## **VERSION 2.12**

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

## **TABLE OF CONTENTS**

<b>ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS .....</b>	<b>4</b>
1.01 Definitions .....	4
1.02 Interpretive Provisions.....	5
<b>ARTICLE II Payment Methods and Restrictions .....</b>	<b>6</b>
2.01 Payment Methods.....	6
2.02 Final Billing Submission.....	6
2.03 Financial Status Reports (FSRs) .....	7
2.04 Debt to State and Corporate Status .....	7
2.05 Application of Payment Due .....	7
2.06 Use of Funds.....	7
2.07 Use for Match Prohibited .....	7
2.08 Program Income .....	7
2.09 Nonsupplanting .....	8
<b>ARTICLE III. STATE AND FEDERAL FUNDING .....</b>	<b>8</b>
3.01 Funding.....	8
3.02 No debt Against the State.....	8
3.03 Debt to State .....	8
3.04 Recapture of Funds.....	8
<b>ARTICLE IV Allowable Costs and Audit Requirements .....</b>	<b>9</b>
4.01 Allowable Costs. ....	9
4.02 Independent Single or Program-Specific Audit .....	10
4.03 Submission of Audit.....	10
<b>Article V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS .....</b>	<b>11</b>
5.01 General Affirmations.....	11
5.02 Federal Assurances.....	11
5.03 Federal Certifications .....	11
<b>ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY .....</b>	<b>11</b>
6.01 Ownership .....	11
6.02 Intellectual Property .....	11
<b>ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE .....</b>	<b>11</b>
7.01 Books and Records.....	11
7.02 Access to records, books, and documents .....	12

7.03	Response/compliance with audit or inspection findings .....	12
7.04	SAO Audit.....	12
7.05	Confidentiality.....	13
7.06	Public Information Act.....	13
<b>ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION .....</b>		<b>13</b>
8.01	Contract Management .....	13
8.02	Termination for Convenience.....	13
8.03	Termination for Cause.....	13
8.04	Equitable Settlement .....	14
<b>ARTICLE IX MISCELLANEOUS PROVISIONS.....</b>		<b>14</b>
9.01	Amendment .....	14
9.02	Insurance .....	14
9.03	Legal Obligations .....	14
9.04	Permitting and Licensure .....	14
9.05	Indemnity .....	15
9.06	Assignments .....	15
9.07	Relationship of the Parties.....	16
9.08	Technical Guidance Letters.....	16
9.09	Governing Law and Venue .....	16
9.10	Survivability .....	17
9.11	Force Majeure .....	17
9.12	No Waiver of Provisions .....	17
9.13	Publicity .....	17
9.14	Prohibition on Non-compete Restrictions .....	17
9.15	No Waiver of Sovereign Immunity.....	17
9.16	Entire Contract and Modification.....	17
9.17	Counterparts .....	18
9.18	Proper Authority.....	18
9.19	Employment Verification.....	18
9.20	Civil Rights .....	18

## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following



the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

## **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

## **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

## **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide



the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

## **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

## **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

## **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

## **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

## **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

## **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

## **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

## **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

## **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

## **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  - 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  - 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  - 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

# **Attachment F – HHSC Special Conditions Version 1.0**



**Health and Human Services Commission  
Special Conditions  
Version 1.0**

## TABLE OF CONTENTS

<b>ARTICLE I. SPECIAL DEFINITIONS .....</b>	<b>1</b>
<b>ARTICLE II. GENERAL PROVISIONS.....</b>	<b>2</b>
2.01 Controlling Order .....	2
2.02 Inducements .....	2
2.03 Delegation of Authority .....	3
2.04 Other System Agencies Participation in the Contract .....	3
2.05 Most Favored Customer .....	3
2.06 Assumption After Assignment .....	4
2.07 Cooperation with HHSC Vendors .....	4
2.08 Renegotiation and Reprocurement Rights .....	4
2.09 Solicitation Errors.....	4
<b>ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES.....</b>	<b>4</b>
3.01 Authority.....	4
3.02 Prohibition .....	4
3.03 Exception .....	5
3.04 Remedy .....	5
<b>ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS .....</b>	<b>5</b>
4.01 Qualifications.....	5
4.02 Conduct and Removal .....	5
4.03 No Authority.....	6
4.04 E-Verify .....	6
4.05 Subcontractors Not Identified in the Solicitation Response .....	6
<b>ARTICLE V. PERFORMANCE.....</b>	<b>6</b>
5.01 Measurement .....	6
<b>ARTICLE VI. AMENDMENTS AND MODIFICATIONS.....</b>	<b>7</b>
6.01 Formal Procedure .....	7
6.02 Minor Administrative Changes .....	7
6.03 Technical Guidance Letters .....	7
<b>ARTICLE VII. AUDITS AND RECORDS .....</b>	<b>7</b>
7.01 Record Retention .....	7
7.02 Access and Accommodation .....	8
7.03 Response to Audits or Inspection Findings .....	8
<b>ARTICLE VIII. PAYMENT .....</b>	<b>8</b>
8.01 Duty to Make Payment .....	8
<b>ARTICLE IX. CONFIDENTIALITY .....</b>	<b>9</b>



9.01 Requests for Public Information.....	9
9.02 Consultant Disclosure.....	9
9.03 Other Confidential Information .....	9
<b>ARTICLE X.DISPUTES AND REMEDIES.....</b>	<b>10</b>
10.01 Agreement of the Parties .....	10
10.02 Operational Remedies.....	10
10.03 Equitable Remedies .....	11
10.04 Continuing Duty to Perform .....	11
<b>ARTICLE XI. DAMAGES.....</b>	<b>11</b>
11.01 Availability and Assessment .....	11
11.02 Specific Items of Liability .....	11
<b>ARTICLE XII. TURNOVER.....</b>	<b>12</b>
12.01 Turnover Plan .....	12
12.02 Turnover Assistance .....	12
<b>ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS .....</b>	<b>13</b>
13.01 HHSC Additional Rights .....	13
13.02 Third Party Software .....	13
13.03 Software and Ownership Rights. ....	13
<b>ARTICLE XIV. MISCELLANEOUS PROVISIONS .....</b>	<b>13</b>
14.01 Ability to Perform.....	13
14.02 Continuing Duty to Disclose .....	14
14.03 Conflicts of Interest .....	14
14.04 Flow Down Provisions .....	14
14.05 Recruitment Prohibition .....	14
14.06 Manufacturer’s Warranties .....	14
14.07 Cooperation with HHSC Designees .....	15
14.08 Notice of Litigation or Contract Action .....	15

## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

## **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

## **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

## **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

## **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

# **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

## **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

## **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## **ARTICLE VI. AMENDMENTS AND MODIFICATIONS**

### **6.01 Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### **6.02 Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### **6.03 Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## **ARTICLE VII. AUDITS AND RECORDS**

### **7.01 Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's



responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

#### **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

### **ARTICLE VIII. PAYMENT**

#### **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

## **ARTICLE XI. DAMAGES**

### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## ARTICLE XII. **TURNOVER**

### 12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### 12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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# **Attachment G – State Assurances**

## State Assurances

- (a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.
- (1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
  - (2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
  - (3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
  - (4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.
  - (5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
  - (6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
  - (7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

# **Attachment H – Federal Assurances**

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

# **Attachment I – DUA**

**DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE  
AND  
\_\_\_\_\_ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency \_\_\_\_\_ (“HHS”) and \_\_\_\_\_ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. 529-16-0132-00024 in Travis County, Texas (the “Base Contract”).

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

### **ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**

#### **Section 3.01    *Obligations of CONTRACTOR***

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate



relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**Section 4.02** *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.03** *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## ARTICLE 6. GENERAL PROVISIONS

### **Section 6.01 *Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

### **Section 6.02 *HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **Section 6.03 *HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **Section 6.04 *Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

#### **Section 6.05    *Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

#### **Section 6.06    *Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### **Section 6.07    *Indemnification***

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

#### **Section 6.08    *Insurance***

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party



insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

**Section 6.09    *Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**Section 6.10    *Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**Section 6.11    *Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**  
**HHS CONTRACT NUMBER \_\_\_\_\_**

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with \_\_\_\_\_  
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

**CONTRACTOR**

**SUBCONTRACTOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE** \_\_\_\_\_, **201** .

**DATE:** \_\_\_\_\_

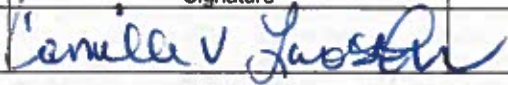
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# Supporting Documentation



# Texas Health and Human Services Commission Contract Routing Form (CRF)

<b>SECTION 1 For a Hard copy of the Executed Contract, please contact the assigned COS Administrator, respectively.</b>	
Procurement (or Boilerplate) Number or Contract Number	Contractor Name
529-16-0132 -00024	Community Health Service Agency, Inc.
Adminstrating Division: Chief Deputy	Adminstrating Program: Women's Health Services, Healthy Texas Women
Contract Manager Name: Camille Laosebikan	Telephone Number: 512-776-3561

**SECTION 2: Planning Acknowledgement and Review of Final Contract**

I acknowledge I have prepared the submitted Agreement and received assistance with the drafting/development of the contract from the following: OGC, HUB, Civil Rights, and/or, any other affected Division/Program (e.g. HHSC Information Technology).			
Reviewer	Printed Name	Signature	Date
Project/Contract Manager's Name	Camille Laosebikan		7.12.16

**SECTION 3: Division/Program Staff Review and Signature**

Reviewers	Printed Name	Signature	Date	Refer to approval e-mail
Division Unit/Dept. Director (or Designee)	Viveca Martinez		7/12/2016	<input type="checkbox"/>
Associate Commissioner/Inspector General/Special Counsel for Policy	Lesley French		7/12/16	<input type="checkbox"/>

**SECTION 4: Contract Oversight and Support (COS) Concurrent Routing for Review and Signature**

Reviewers	Printed Name	Signature	Date	Refer to approval e-mail HCATS
Office of General Counsel				<input type="checkbox"/>
HUB Program Office				<input type="checkbox"/>
Civil Rights				<input type="checkbox"/>
Financial Services - Budget				<input type="checkbox"/>
Deputy Executive Commissioner authorized designee ("Only" division 005 and 006)				<input type="checkbox"/>
Deputy Executive Commissioner for Financial Services (for contracts \$1M or more)				<input type="checkbox"/>
Deputy Executive Commissioner for System Support Services (for contracts \$1M or more)				<input type="checkbox"/>
Division Deputy Executive Commissioner (002, 003, 004, 006, 012, 013, 014, 015)				<input type="checkbox"/>
Procurement and Contracting Services (PCS) (amendments/renewals for solicited contracts)				<input type="checkbox"/>
Chief of Staff (001)				<input type="checkbox"/>
Chief Deputy (005)				<input type="checkbox"/>
Executive Clerk (or signature authority Designee)				

**SECTION 5: Contract Oversight and Support (COS) Administrator**

COS Administrator name, telephone number, as applicable comments: Jo Raby, PCS, 512/406-2417	
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**Texas Health and Human Services Commission  
Executive Commissioner Key Contract Provisions Summary (KCPS)**

**SECTION 1**

Contract Number: 529-16-0132-00024		Contractor Name: Community Health Service Agency, Inc.	
Adminstrating Division: Chief Deputy		Adminstrating Program: Women's Health Services, Healthy Texas Women	
Contract Type: <input type="checkbox"/> Consulting Services <input type="checkbox"/> Major Information System <input type="checkbox"/> Professional Services <input checked="" type="checkbox"/> Other Services			
Type of submitted documentation:	<input checked="" type="checkbox"/> New Contract <input type="checkbox"/> Amendment* <input type="checkbox"/> Renewal* <input type="checkbox"/> Extension*	Begin Date: _____ or <input checked="" type="checkbox"/> Effective upon execution	End Date: <u>8/31/2017</u> or Expires _____ months after execution
*Begin date of the <b>original</b> contract:			
Amendment/Renewal/Extension: <input type="checkbox"/> Decreases the Amount <input type="checkbox"/> Increases the Amount <input type="checkbox"/> Has No Monetary Change			
Amount of the submitted documentation:		<u>\$229,357.00</u>	
If an amendment, renewal, or extension is being processed, enter the amount of the <b>original</b> contract plus all <b>prior</b> amendments, renewals, and/or extensions. <b>Do not</b> include the amount of the submitted documentation that is currently being processed.		<u>\$0.00</u>	
Grand Total:		\$229,357.00	

**SECTION 2**

<b>PURPOSE OF THE CONTRACT:</b> To conduct activities that will enhance the clinical outcome for clients seen through the Healthy Texas Women Fee-for-Service Program.
<b>BRIEF DESCRIPTION OR RELEVANT HISTORY FOR THE CONTRACT ACTIVITY:</b> <input type="checkbox"/> See the attached Action Memo previously approved by the Executive Commissioner, if applicable. New Contract
<b>KEY CONTRACT PROVISION NUMBER/CLAUSE:</b> <input type="checkbox"/> See the attached Action Memo previously approved by the Executive Commissioner, if applicable. Brief summary of contract provision: Activities under the contract include assisting eligible women with enrollment, direct clinical care for presumptively eligible women, staff development and training, and client and community based educational activities.

**SECTION 3**

<b>SIGNIFICANT CONCERNS/ISSUES (legal, financial, etc.):</b> Include any potential issue(s) (i.e., pros/cons, risks, etc.) that HHSC decision makers should be aware of or select N/A if there are none. <input checked="" type="checkbox"/> N/A <input type="checkbox"/> See the attached Action Memo previously approved by the Executive Commissioner, if applicable.
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**SECTION 4: Executive Commissioner's Office Use Only**

Comments:
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**Texas Health and Human Services Commission  
HHSC Contract Data Form (CDF)**

**SECTION 1 – Contract Detail Information**

1. Is the submitted contract a result of a new procurement? <u>Yes</u>	
2. Contract Type: <u>New Contract</u> The Contract Number is: <u>529-16-0132-00024</u> See attached Spreadsheet <u>    </u>	
3. Begin Date of submitted documentation: <u>    </u> or <input checked="" type="checkbox"/> Effective upon execution End Date of submitted documentation: <u>8-31-2017</u> or Expires <u>    </u> months after execution, or <input type="checkbox"/> Open Ended	
4. What is the First Fiscal Year of the original contract? <u>0</u>	5. Other Contract No (i.e. legacy contract number): <u>NA</u>
6. Procurement Method: <u>Enrollment</u>	7. Procurement Number (if applicable): <u>529-16-0132</u>
8. LBB Contract Type: <u>Other</u>	9. Contract Category: <u>Other</u>
10. Classification: <u>Client Services</u>	11. The primary purpose of the Goods/Services are: <u>Services</u>
12. Is the submitted contract a MOU/MOA: <u>Neither</u>	13. Is the submitted contract an IAC or Interlocal: <u>Neither</u>
14. Insurance Required: <u>No</u>	15. Bonds Required: <u>No</u>

**SECTION 2 - Confidential Information**

1. Is a HIPAA Business Associate Agreement required: <u>Yes</u>	
2. Does Vendor Access Confidential Information: <u>Yes</u>	3. Is a DUA in Place: <u>Yes</u> (If DUA is in place, confirm in HCATS and continue to section 3)
4. DUA Comments: <u>    </u>	5. Vendor DUA Execution Date: <u>    </u> (use contract execution date if copy is not required)
6. DUA Version: <u>8.3</u>	7. DUA Information Owner Division: <u>Chief Deputy</u>

**SECTION 3 - Grant Information (If question one is answered No, continue to Section 4)**

1. Grant Funded: <u>No</u> Federal Funding Accountability and Transparency Act (FFATA) Reporting Required: <u>    </u>	2. Subrecipient/Contractor/Recipient: <u>    </u> (To make a determination of a vendor or subrecipient, use the <u>CPP0438</u> Determination of Vendor or Subrecipient Status Form.)
3. Federally Funded: <u>    </u>	4. State Funded: <u>    </u>
5. Federal Grant Number: <u>    </u>	6. CFDA Number: <u>    </u>
7. DUNS Number: <u>    </u>	8. Fiscal Year End (e.g., MM/DD): <u>    </u>

**SECTION 4 - Additional Details**

1. Performing Agency: <u>HHSC is not the performing agency</u>	2. Is the contract a HHS Enterprise contract: <u>No</u>
3. Other ID (i.e. a referenced contract number): <u>NA</u>	4. Financial Method: <u>Expenditure</u>
5. Current FY Budget Amount: <u>\$229,357.00</u>	
6. Primary Payment Type: <u>Cost Reimbursement</u>	7. Secondary Payment Type: <u>Does Not Apply</u>

**SECTION 5: Other Contract Information**

1. Are services provided statewide: <u>No</u> If no, attach and identify the Texas Counties (page 3)
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**NOTE: If Expenditure or Shared Resources was selected as the Financial Method in section 4, question 4, Sections 6 and 7 are required to be completed, If not, skip to Section 8.**

**Texas Health and Human Services Commission  
HHSC Contract Data Form (CDF)**

**SECTION 6: Preliminary Planning Information**

1. Select a reason for acquisition, outsourcing, or contracting the proposed services, goods/services, and/or deliverables:

Contract is: None of the above apply

If none of the above apply, provide a brief summary of the analysis/justification/reasons or complete the Cost Benefit Analysis CPP0402 for acquisition, outsourcing or contracting the proposed services, goods/services, and/or deliverables:

The purpose of this contract is to conduct activities that will enhance the clinical outcome for clients seen through the Healthy Texas Women Fee-for-Service Program.

2. Is an Advance Planning Document (APD) needed for the acquisition of automated data processing services or equipment for which the State is requesting Federal participation in the funding? Not Applicable

- If yes - Has an APD been completed and approved by the applicable federal agency? \_\_\_\_ If Yes, Provide a Copy.
- If No, provide an explanation why not: \_\_\_\_

3. Is approval from a federal agency(s) required before the contract for acquisition of automated data processing services or equipment is executed? Not Applicable

- If Yes – list the federal agency(s) that are required to approve the contract: \_\_\_\_
- If No – Provide an explanation: \_\_\_\_

**SECTION 7: Contract Financial Data**

1. What date are the desired goods/services needed (e.g., MM/DD/YYYY)? \_\_\_\_ or ☒ Effective upon execution

2. Provide the estimated total dollar amount/value below (or attach a spreadsheet) as stated in the contract, if applicable.

a. Amount of the submitted documentation:	229357
b. If an amendment, renewal, or extension is being processed enter the amount of the original contract plus all prior amendments, renewals, and/or extensions, as applicable. Do not include the amount of the submitted documentation that is currently being processed.	
<b>Grand Total:</b>	<b>\$229,357.00</b>

3. What is the source of funds to be used to pay for the goods, services, and/or deliverables? (Check all that apply)

- ☐ Appropriated receipts    ☐ Federal funds    ☒ General revenue    ☐ Interagency funding agreement  
 (e.g., private grants)    (Medicaid, federal grants, etc.)    (state funds)

Comments: \_\_\_\_

4. List the Budget Department Identification number(s) (speed chart #) from which the contract will be paid. 881



5. Has the source of funding/budget allocation been approved through HHSC's Budget Office? Yes

If no, provide an explanation: \_\_\_\_

6. Is the contract funded by appropriated receipts or an interagency funding agreement: No

- If Yes, list the funding entity or entities and the amount due from each entity is as follows: \_\_\_\_
- If Yes, has a supporting funding agreement, if required, been developed or executed? \_\_\_\_

**SECTION 8: Division/Program Staff Review and Signature**

	Printed Name	Signature	Date
Project/Contract Manager's Name	Camille Laosebikan		7/11/2016
Division Director (or Designee)	Lesley French		7/11/16

**Texas Health and Human Services Commission  
HHSC Contract Data Form (CDF)**

**PURPOSE**

Listing of Texas Counties					
<input type="checkbox"/> All Counties	<input type="checkbox"/> Out of State				
<b>REGION 1</b>					
<input type="checkbox"/> Armstrong County	<input type="checkbox"/> Dallam County	<input type="checkbox"/> Hansford County	<input type="checkbox"/> Lynn County	<input type="checkbox"/> Sherman County	
<input type="checkbox"/> Bailey County	<input type="checkbox"/> Deaf Smith County	<input type="checkbox"/> Hartley County	<input type="checkbox"/> Moore County	<input type="checkbox"/> Swisher County	
<input type="checkbox"/> Briscoe County	<input type="checkbox"/> Dickens County	<input type="checkbox"/> Hemphill County	<input type="checkbox"/> Motley County	<input type="checkbox"/> Terry County	
<input type="checkbox"/> Carson County	<input type="checkbox"/> Donley County	<input type="checkbox"/> Hockley County	<input type="checkbox"/> Ochiltree County	<input type="checkbox"/> Wheeler County	
<input type="checkbox"/> Castro County	<input type="checkbox"/> Floyd County	<input type="checkbox"/> Hutchinson County	<input type="checkbox"/> Oldham County	<input type="checkbox"/> Yoakum County	
<input type="checkbox"/> Childress County	<input type="checkbox"/> Garza County	<input type="checkbox"/> King County	<input type="checkbox"/> Parmer County		
<input type="checkbox"/> Cochran County	<input type="checkbox"/> Gray County	<input type="checkbox"/> Lamb County	<input type="checkbox"/> Potter County		
<input type="checkbox"/> Collingsworth County	<input type="checkbox"/> Hale County	<input type="checkbox"/> Lipscomb County	<input type="checkbox"/> Randall County		
<input type="checkbox"/> Crosby County	<input type="checkbox"/> Hall County	<input type="checkbox"/> Lubbock County	<input type="checkbox"/> Roberts County		
<b>REGION 2</b>					
<input type="checkbox"/> Archer County	<input type="checkbox"/> Comanche County	<input type="checkbox"/> Haskell County	<input type="checkbox"/> Montague County	<input type="checkbox"/> Stonewall County	
<input type="checkbox"/> Baylor County	<input type="checkbox"/> Cottle County	<input type="checkbox"/> Jack County	<input type="checkbox"/> Nolan County	<input type="checkbox"/> Taylor County	
<input type="checkbox"/> Brown County	<input type="checkbox"/> Eastland County	<input type="checkbox"/> Jones County	<input type="checkbox"/> Runnels County	<input type="checkbox"/> Throckmorton County	
<input type="checkbox"/> Callahan County	<input type="checkbox"/> Fisher County	<input type="checkbox"/> Kent County	<input type="checkbox"/> Scurry County	<input type="checkbox"/> Wichita County	
<input type="checkbox"/> Clay County	<input type="checkbox"/> Foard County	<input type="checkbox"/> Knox County	<input type="checkbox"/> Shackelford County	<input type="checkbox"/> Wilbarger County	
<input type="checkbox"/> Coleman County	<input type="checkbox"/> Hardeman County	<input type="checkbox"/> Mitchell County	<input type="checkbox"/> Stephens County	<input type="checkbox"/> Young	
<b>REGION 3</b>					
<input checked="" type="checkbox"/> Collin County	<input type="checkbox"/> Ellis County	<input type="checkbox"/> Hood County	<input type="checkbox"/> Navarro County	<input type="checkbox"/> Somervell County	
<input type="checkbox"/> Cooke County	<input type="checkbox"/> Erath County	<input type="checkbox"/> Hunt County	<input type="checkbox"/> Palo Pinto County	<input type="checkbox"/> Tarrant County	
<input type="checkbox"/> Dallas County	<input checked="" type="checkbox"/> Fannin County	<input type="checkbox"/> Johnson County	<input type="checkbox"/> Parker County	<input type="checkbox"/> Wise County	
<input type="checkbox"/> Denton County	<input type="checkbox"/> Grayson County	<input checked="" type="checkbox"/> Kaufman County	<input type="checkbox"/> Rockwall County		
<b>REGION 4</b>					
<input type="checkbox"/> Anderson County	<input checked="" type="checkbox"/> Delta County	<input type="checkbox"/> Hopkins County	<input type="checkbox"/> Rains County	<input type="checkbox"/> Upshur County	
<input type="checkbox"/> Bowie County	<input type="checkbox"/> Franklin County	<input type="checkbox"/> Lamar County	<input type="checkbox"/> Red River County	<input type="checkbox"/> Van Zandt County	
<input type="checkbox"/> Camp County	<input type="checkbox"/> Gregg County	<input type="checkbox"/> Marion County	<input type="checkbox"/> Rusk County	<input type="checkbox"/> Wood County	
<input type="checkbox"/> Cass County	<input type="checkbox"/> Harrison County	<input type="checkbox"/> Morris County	<input type="checkbox"/> Smith County		
<input type="checkbox"/> Cherokee County	<input type="checkbox"/> Henderson County	<input type="checkbox"/> Panola County	<input type="checkbox"/> Titus County		
<b>REGION 5</b>					
<input type="checkbox"/> Angelina County	<input type="checkbox"/> Jasper County	<input type="checkbox"/> Newton County	<input type="checkbox"/> Sabine County	<input type="checkbox"/> Shelby County	
<input type="checkbox"/> Hardin County	<input type="checkbox"/> Jefferson County	<input type="checkbox"/> Orange County	<input type="checkbox"/> San Augustine County	<input type="checkbox"/> Trinity County	
<input type="checkbox"/> Houston County	<input type="checkbox"/> Nacogdoches County	<input type="checkbox"/> Polk County	<input type="checkbox"/> San Jacinto County	<input type="checkbox"/> Tyler County	
<b>REGION 6</b>					
<input type="checkbox"/> Austin County	<input type="checkbox"/> Colorado County	<input type="checkbox"/> Harris County	<input type="checkbox"/> Montgomery County	<input type="checkbox"/> Wharton County	
<input type="checkbox"/> Brazoria County	<input type="checkbox"/> Fort Bend County	<input type="checkbox"/> Liberty County	<input type="checkbox"/> Walker County		
<input type="checkbox"/> Chambers County	<input type="checkbox"/> Galveston County	<input type="checkbox"/> Matagorda County	<input type="checkbox"/> Waller County		
<b>REGION 7</b>					
<input type="checkbox"/> Bastrop County	<input type="checkbox"/> Burnet County	<input type="checkbox"/> Grimes County	<input type="checkbox"/> Leon County	<input type="checkbox"/> Mills County	
<input type="checkbox"/> Bell County	<input type="checkbox"/> Caldwell County	<input type="checkbox"/> Hamilton County	<input type="checkbox"/> Limestone County	<input type="checkbox"/> Robertson County	
<input type="checkbox"/> Blanco County	<input type="checkbox"/> Coryell County	<input type="checkbox"/> Hays County	<input type="checkbox"/> Llano County	<input type="checkbox"/> San Saba County	
<input type="checkbox"/> Bosque County	<input type="checkbox"/> Falls County	<input type="checkbox"/> Hill County	<input type="checkbox"/> Madison County	<input type="checkbox"/> Travis County	
<input type="checkbox"/> Brazos County	<input type="checkbox"/> Fayette County	<input type="checkbox"/> Lampasas County	<input type="checkbox"/> McLennan County	<input type="checkbox"/> Washington County	
<input type="checkbox"/> Burleson County	<input type="checkbox"/> Freestone County	<input type="checkbox"/> Lee County	<input type="checkbox"/> Milam County	<input type="checkbox"/> Williamson County	
<b>REGION 8</b>					
<input type="checkbox"/> Atascosa County	<input type="checkbox"/> Dimmit County	<input type="checkbox"/> Guadalupe County	<input type="checkbox"/> LaSalle County	<input type="checkbox"/> Val Verde County	
<input type="checkbox"/> Bandera County	<input type="checkbox"/> Edwards County	<input type="checkbox"/> Jackson County	<input type="checkbox"/> Lavaca County	<input type="checkbox"/> Victoria County	
<input type="checkbox"/> Bexar County	<input type="checkbox"/> Frio County	<input type="checkbox"/> Karnes County	<input type="checkbox"/> Maverick County	<input type="checkbox"/> Wilson County	
<input type="checkbox"/> Calhoun County	<input type="checkbox"/> Gillespie County	<input type="checkbox"/> Kendall County	<input type="checkbox"/> Medina County	<input type="checkbox"/> Zavala County	
<input type="checkbox"/> Comal County	<input type="checkbox"/> Goliad County	<input type="checkbox"/> Kerr County	<input type="checkbox"/> Real County		
<input type="checkbox"/> DeWitt County	<input type="checkbox"/> Gonzales County	<input type="checkbox"/> Kinney County	<input type="checkbox"/> Uvalde County		
<b>REGION 9</b>					
<input type="checkbox"/> Andrews County	<input type="checkbox"/> Dawson County	<input type="checkbox"/> Kimble County	<input type="checkbox"/> Midland County	<input type="checkbox"/> Sutton County	
<input type="checkbox"/> Borden County	<input type="checkbox"/> Ector County	<input type="checkbox"/> Loving County	<input type="checkbox"/> Pecos County	<input type="checkbox"/> Terrell County	
<input type="checkbox"/> Coke County	<input type="checkbox"/> Gaines County	<input type="checkbox"/> Martin County	<input type="checkbox"/> Reagan County	<input type="checkbox"/> Tom Green County	
<input type="checkbox"/> Concho County	<input type="checkbox"/> Glasscock County	<input type="checkbox"/> Mason County	<input type="checkbox"/> Reeves County	<input type="checkbox"/> Upton County	
<input type="checkbox"/> Crane County	<input type="checkbox"/> Howard County	<input type="checkbox"/> McCulloch County	<input type="checkbox"/> Schleicher County	<input type="checkbox"/> Ward County	
<input type="checkbox"/> Crockett County	<input type="checkbox"/> Irion County	<input type="checkbox"/> Menard County	<input type="checkbox"/> Sterling County	<input type="checkbox"/> Winkler	
<b>REGION 10</b>					
<input type="checkbox"/> Brewster County	<input type="checkbox"/> El Paso County	<input type="checkbox"/> Jeff Davis			
<input type="checkbox"/> Culberson County	<input type="checkbox"/> Hudspeth County	<input type="checkbox"/> Presidio County			
<b>REGION 11</b>					
<input type="checkbox"/> Aransas County	<input type="checkbox"/> Duval County	<input type="checkbox"/> Kenedy County	<input type="checkbox"/> Nueces County	<input type="checkbox"/> Webb County	
<input type="checkbox"/> Bee County	<input type="checkbox"/> Hidalgo County	<input type="checkbox"/> Kleberg County	<input type="checkbox"/> Refugio County	<input type="checkbox"/> Willacy County	
<input type="checkbox"/> Brooks County	<input type="checkbox"/> Jim Hogg County	<input type="checkbox"/> Live Oak County	<input type="checkbox"/> San Patricio County	<input type="checkbox"/> Zapata County	
<input type="checkbox"/> Cameron County	<input type="checkbox"/> Jim Wells County	<input type="checkbox"/> McMullen County	<input type="checkbox"/> Starr County		

to provide critical and supportive contract data for agency staff involved in the contract development and execution process.

Effective: Aug 2004

Revised: January 4, 2016



## Texas Health and Human Services Commission Vendor Information Form (VIF)

Instructions: This form must be completed and submitted with each new contract, amendment, renewal, and/or extension.  
(Please type or print information.)


### SECTION 1: Contractor's General Information

Legal Contractor's Name:	<u>Community Health Service Agency, Inc.</u>		
Legal Doing Business As (DBA) Name:	<u>Community Health Service Agency, Inc.</u>		
Physical Address:	<u>4500 Wesley Street Greenville, Texas 75403</u>		
Remit To (Payment) Address:	_____		
Enter Texas Identification Number (TIN)	Texas Identification Number (TIN): <u>-751528614</u> (11 digit TIN must be provided) (Contact Accounts Payable at <u>Vendor@hhsc.state.tx.us</u> for valid 11 digit TIN (if unknown))		
Select the Legal Status:	<input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity		
Select the Business Structure:	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership* <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Governmental Entity (must specify): _____ <input type="checkbox"/> Other (must specify): _____ * If Partnership, must provide SSN or TIN for minimum of two partners		
	Partner Name: _____		TIN : _____
	Partner Name: _____		TIN : _____
If applicable, enter appropriate information:	State of Incorporation: _____	Texas Charter Number: _____	Name of Parent Entity: _____

### SECTION 2: Contractor's Contact Information

Person Who Will Sign the Contract		Point of Contact for Contract	
Name:	Michelle Carter	Name:	Carol Arrington
Title:	Chief Executive Officer	Title:	Chief Financial Officer
Mailing Address:	P.O. Box 1908	Mailing Address:	P.O. Box 1908
Telephone:	903-455-5986	Telephone:	903-455-5986
Fax:	903-454-4621	Fax:	903-454-4621
E-mail:	mcarter.chsa@tachc.org	E-mail:	carrington.chsa@tachc.org

### SECTION 3: Contractor's Authorized Signature (or HHSC Contract Manager)

Printed Name	Signature	Date	Phone Number
Michelle Carter		7/7/2016	903-455-5986

### SECTION 4: ECPS Contract and Administration Office Use Only

Contractor to Receive Payment: <input type="checkbox"/> No <input type="checkbox"/> Yes
Contract Number: 529-16-0132-00024

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : community\* health\* service\* agency\***  
**Record Status: Active**

<b>ENTITY</b>	Community Health Service Agency Inc	Status:Active
DUNS: 089462592	+4:	CAGE Code: 4DF38 DoDAAC:
Expiration Date: Feb 4, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 4500 Wesley St		
City: GREENVILLE	State/Province: TEXAS	
ZIP Code: 75401-5644	Country: UNITED STATES	

**Glenn Hegar**

Texas Comptroller of Public Accounts

*Welcome to your official online window on state government services from the Texas Comptroller of Public Accounts.***Debarred Vendor List**

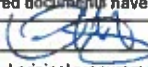
As of **November 2, 2015**, the following vendors have failed to comply with their contracts and have been debarred from doing business with the State of Texas for the period of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in RULE §20.102(b)(4).

<b>Vendor ID Number</b>	<b>Vendor Name/Address</b>	<b>Date of Debarment</b>	<b>Length of Debarment</b>
17603361605	Daystar Residential, Inc 3926 Bahler Manvel TX 77578	May 17, 2011	5 Years
11343506066	DBuilders2 LLC PO Box 248 Mansfield TX 76063	September 19, 2011	5 Years
1562456928900	Smith Housewares and Restaurant Supplies 500 Erie Blvd Syracuse, NY 13202	November 12, 2014	5 Years
15814194500	Twiss Associates 19 Compo Rd South Westport CT 06880	September 23, 2011	5 Years
1743261315000	Walker's Electric Company 1520 Park St Beaumont TX 77701		
	Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
	Walker Electric Company LLC 1520 Park St Beaumont TX 77701-5527		
1272447273800	Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years

Contract Number		529-16-0132-00024	Vendor Name		Community Health Service Agency								
Order of Documentation	Form Numbers	Contract File Documents	New Contracts Consulting Services >15K	New Contract	Amendments Renewals Extension	IAC MOU Interlocal	Community Partner MOU's	Boilerplate Development Packet	Boilerplate New Contract	Boilerplate Contract Amendment	MOB Boilerplates SRA, CHIP Vendor Drug Hotel Meal MAC	New Managed Care	Amended Managed Care
Select contract type by clicking on the columns to the right													
1	N/A	Contract (e.g. Exhibits and HIPAA Business Associate Agreement, etc.)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
2	CPP0410	Child Support Certification	Y	Y					Y			Y	
3	CPP0411	Certification Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion for Covered Contracts	Y	Y					Y			Y	
4	CPP0412	Certification Regarding Federal Lobbying (> or = \$100K)	Y	Y					Y			Y	
5	PCS 117	HHS Nondisclosure and Procurement Integrity Statement	Y	Y					Y			Y	
6	CPP0434	Antitrust Certification	Y	A/A					Y			Y	
7	CPP0419	Contract Routing Form	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
8	CPP0418	Executive Commissioner Key Contract Provisions Summary (KCPS)	Y	Y	Y	Y		Y	Y	Y		Y	Y
9	N/A	Action Memo	A/A	A/A	A/A	A/A		Y					
10	HHS-PCS.01	Sole Source or Proprietary Justification Form	A/A	A/A	A/A								
11	HHS-PCS.02	Emergency Justification Form	A/A	A/A	A/A								
12	CPP0404	Consultant Contract Notification Finding of Fact Form (Professional & Consulting >\$15K)	Y										
13	CPP0409	Texas Register Notification of Consulting Procurement (Professional & Consulting >\$15K)	Y										
14	CPP0417	Notice of Award of Major Consulting Contract (Professional & Consulting >\$15K)	Y										
15	CPP0401	HHSC Contract Planning Questionnaire (CPQ)	Y	Y	Y	Y		Y					
16	CPP0438	Determination of Vendor or Subrecipient Status	A/A	A/A	A/A	A/A			A/A	A/A			
17	CPP0443	FFATA Certification Form	A/A	A/A	A/A								
18	CPP0402	Cost Benefit Analysis (Applicable if Section 2, question 1 of CPQ is not applicable)	A/A	A/A	A/A	A/A							
19	CPP0415	Evaluation of Respondent's HUB Subcontracting Plan (HSP) (> or = \$100K)	A/A	A/A	A/A	A/A			A/A	A/A			
20	CPP0430	Vendor Information Form (For each Contractor)	Y	Y	Y	Y	Y		Y	Y	Y	Y	Y
21	N/A	Debarred Vendor List	Y	Y	Y	A/A	Y		Y	Y	Y	Y	Y
22	N/A	System for Award Management (SAM)	Y	Y	Y	A/A	Y		Y	Y	Y	Y	Y
23	CPP0400	HHSC Contract File Order of Documentation Checklist	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
24	N/A	Miscellaneous Correspondence / E-Mail Approvals	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

**Key:**  
**Y = YES (Required)**  
**A/A = As Applicable**

I acknowledge that the above required documents have been provided in the order listed to PCS COS for the type of contract specified above.

Project/Contract/Manager:  Date: 7/8/2016

I attest that I reviewed the referenced original procurement/contract file and the required documentation/information is included.

COS Administrator: Jo Raby Date: 9-2-16

Revised 1-4-16